...

revious References
96-28-1—
12-29-142

ater References
w 5-31-6-9
4-32-142

1929-30 (Land div)

File No. 28-2

Serial Nos. /— 1(

Preserve
12/8/11

General and Revenue Secretariat.

rial Nos. Eighteen

Part B for January 1932

SUBJECT:

O. S. 2 of 29-30 on the file of the Dist
Shimoga (Messrs William Jacks & co/Vs. Gov
madras

Serial No.

Summons in original ~~suit~~ Suit no 2 of 29-
on the file of the Dt Court, Shimoga
by William Jacks and Co for recovery
of Rs 23149-3-0 for damages for breach
of contract to purchase a trailer by
the Forest Deptt.

(1) The original summons may be
sent for Chief Secy's signature -

Mp
31/8/29

(for Secy)

R
3/9

RG
2/9/29

Dft returning the summons.

3/9

Dft present

Mp
RG 3/9 (1) Issue & resubmit with a
Dft to Pff

ISSUE
&
RESUBMIT.

To the District Judge, Shimoga
P 1502/(1)/ dated 5.9.29
Returning the Summons —
Draft to Pff, Shimoga put up for orders.
MA (1) Issued for summons

Serial No.	
3.	To the Public Prosecutor, Shimoga P1584 (2) dated 12.9.29. requesting him to appear and to a draft w.s. after taking instructions from the Conservator of Forests, Shimoga. P1585 to Cons[r] of Fs Shimoga P1586 to Ch Cons[r] of Fs, Bgre.
4	Letter No B_2-262-29 dated 23rd S 1929 from the Chief Cons[r] of Fs Bg that copy of notice issued by the firm under sec 80 C.P.C may be sent the Cons[r] of Fs Shimoga — Off put up Bng 24.9.29 A True Copy P. M. 24/9
5	To, the Cons[r] of Fs, Shimoga P1807. 25.9.29 sending notice in original. Copy to PP, Shimoga P1809 Copy to Ch. Cons[r] P1808
	Letter dated [illegible] from the Cons[r] of Fs, Shimoga, acknowledging receipt of Serial no. 5 & enclosing copy of letter addressed to PP, Shimoga. (6) Draft w.s. may be awaited. Bng

Sus Bng

Note Contn. Sheet

Serial No.	
7	Letter No: 274 dated 27th Feb. 1930: forwarding for approval of D.R. a draft written Statement. (4) The suit is posted to 6.3.30 for defence The draft written statement has to be scrutinised carefully before it is approved. Since there is not enough time to do this the PPr has to be requested to take an adjournment for about a fortnight on 6th inst. Draft put up. Necessary Reminders are also called for. PPr 3/3/30 (9) [illegible] 2/3 3/3
8	To, The Public Prosecutor Shimoga P 4709 Dated 4.3.30 requesting him to take an adjt on 6th & to send the record in time.
9	Letter Nil dated 6th march from PPr Shimoga enquiring whether an adjt has to be ~~taken~~ moved in the case.
10	Letter No: 285 dated 6th march from PPr Shimoga stating that the case is adjd for W.S to 5-4-1930 and sending the record. (10) I have carefully scrutinised the draft written statement with respect to the plaint and the Correspondence sent by the PPr—

9/3

9/3

WD 01684—GPB—30,000—20-4-29

General and Revenue Secretariat

File No. 38 of 1927

Serial No.

(11) Certain minor alterations are made in paras 5 & 7 of the draft. The allegations in the latter portion of para 31 of the plaint being of a serious nature, are specifically denied. Para 7 of the draft being a reply to paras 34 & 35 of the plaint, an introductory sentence is suggested for para 7.

(12) Para 13 of the draft puts in the Cross claim on behalf of Govt as suggested in this office letter P 969 dated 10-8-29 (Land 12 of 1929 placed below).

(13) The draft written statement may perhaps be approved and returned to the Pr shirastadar with the records "for doing the further needful" as suggested in his letter of the 27th Febr 1930.

DPP
7.3.30

(14) Appd. The fair may be typed & put before signed by the Chief Secy
P. M.
28/3

The fair is typed & herewith submitted for kind signature of Chief Secy.
DPP
-9.3.30

(15) Seen
29/3

Draft to Pr pstck
DPP
29.3.30

(17) Issue
P
2
29/3

Note—Contn. Sheet

WD 066—GPB—80,000—26-7-29

General and Revenue Secretariat. Kan File No. 28 of 1929

[pp. F. III—2]

Serial No.	
11	To the P. Pr Shimoga 5257 of 1.4.30 Returns the statement duly signed requests to be informed of the progress of the suit
12	Letter No 320 dated 29.4.30 from the PPr Shimoga stating that in a/c of Easter Sessions, the suit was adjd to 20/5/30 for filing the W.S.

General and Revenue Secretariat | File No. 6212 | Court Phees

App. F. III—2] of 192

Serial No. 13

From

Messrs Krup and Partridge, Solicitors, 7 Kondi Chetty Street, Madras

dated 10.4.30

Complains that tho' the suit has been filed on 22nd August 1929, with Court Fees, the case is being adjourned for one reason or other and that the Govt. Advocate has not yet filed the written statement and prays that orders might be issued to the concerned authorities to expedite the matter.

Ent.)

(18) Where the party has filed a suit against Govt. he should take all risks. The Govt. Advocate need have to consult Govt. before filing a written statement. On the P. 210 it is stated that the Govt. Advocate had already sent the statement to the authorities for approval. This may be sent to the Law Secretariat to kindly state whether the written statement has been approved and returned to Govt. Advocate for being filed

19/4/30

General and Revenue Secretariat | File No. 28 of 1929

Serial No.

1) The draft ws was received from the Pr, Shimoga on 28th Febr & the case was posted to 6th march for filing the Defence. As the time for scrutiny of the draft was insufficient & as the Pr had not sent the records, he was asked to take a fortnight's adjournment & the case was accordingly adjourned to 5th april, by which the written statement was approved & return to the Pr, Shimoga for being filed in Court. This however could not be done, since the Pr was engaged in Kadur Sessions & the case is therefore now adjd to 20th may.

2) The delay has been therefore inevitable and the Company having chosen to go to a Court of Law, have to take the risks and consequences inherent in litigation.

Dy 21.4.30 Pr. 21/4

21/4 (R.)

Certainly. The party has no business to address me in the matter. No time can be fixed for the disposal of a civil suit, especially when it is contested and the party ought to make representations, if any, to the proper authority in the proceedings of the Court. May be intimated.

Note—Contn. Sheet

WD 066—GPB—80,000—26-7-29

General and Revenue Secretariat | Law File No. 28 of 1929

Serial No.

Draft notice for issue

DNP
10/5

L-R) Issue as
revised
P. M.
10/5
10/5

P6875 dated 2·6·30.
Messrs Rice & Pankridge. Madras.

Letter No: 3558 dated 21st May 1930 from Pr. Shimoga stating that the case is adjd to 25th June 1930 & that the Complainer claim is Rs 4200 & not 3500/- as mentioned in the Aff. of S.

24) L. R's order. "Do so". Sd RRRK. 23/6

Correction made.

Letter no 429 dated 28th June 1930 from Public Prosecutor Shimoga,

Stating that the Case stands adjourned to 15.7.30 for settlement of issues.

Sd PM 30.6.

Letter no 42 dated 24th July 1930 from Pr Shimoga, stating that issues were framed and the Case stands adjourned for evidence to 10, 11 & 12-9-1930

Please ack receipt of copy of the issues

Note—Contn. Sheet

WD 066—GPB—30,000—26-7-29

Serial No.

Letter no. 100 dated 20th Aug 1930 from the PPr Shimoga forwarding a true copy of the issues fd in O.S. 2/1930 (W. Jacob Esq vs Govt) on the file of D Court Shimoga.

To be submitted for perusal. The major issues are on the plaintiff to prove. He has to begin the case.

further report will be awaited

Legal Rr

MP 22/8

PA III
23/8

Letter no 151 dated 10th Sept 1930 from the PPr. Shimoga stating that the Case no: O.S. 2/29-30 stands adjourned to 20.21-11-1930 for evidence.

For Perusal.

TSD
15/9

MP 15/9

Sd/- S.

1/9

Letter no. 279 dd 21st nov 1930 from the PPr. S intimating that the Case stands adjourned to 10.1. for filing objections to the application for the issue of a Commission to examine witness in En

Sd P.M. 24/11

Please issue
the draft put up
Calling for copy
of applⁿ —

MP
25/11

To

The PPr. Shimog.

No. P. 3043 dd 29th nov 1930

Calling for a copy of the application filed by the pltf for a Commission & and intimating to prepare objections & ...ment if necessary Connecting the file dept and send the ... for approval.

WD 01684—GPB—30,000—20-4-29

MP 1/12

General and Revenue Secretariat | File No | of 193

Serial No.

No. 303 dated 2nd Dec 1930 from the P Shimoga forwarding a copy of the application by the plaintiff for the issue of a Co and stating that the objection statement be prepared and sent for approval as soon as instructions are received from the Conservator of

for perusal

TSD 4/12

Draft Objn Statement will be awaited.

Legal Rr.

MP 6/12

Letter No: 307 dated 5th Decr from the PP Shimoga forwarding for approval & return the Draft Objn Stt. & affidavit to be filed by the Govt:

2nd) The appln of the plaintiff Co: was to secure a Commission for the exam of certain witnesses in England- More witnesses are Messrs: Fulton, Harper & Williams, all of them being persons who took part in the demonstrations at Shimoga. As stated in paras 3 & 4 of the Objn Stt now sent, an exam of these important witnesses on Commission would prejudice the case much - They were people in plaintiffs employment & plaintiff having chosen the must take the risk of getting

NOTE—Contn. Sheet.

his witnesses before the Court here. The depn & the affidavit are in order & may be approved

10/12/30

Legal Asst

DNP 6/12

DM 6/12

Issue draft put up.

DNP 6/12

To

PPr. Shimoga

No. P. 32 110 d 8.12.30 returning the objection statement & affidavit

Letter no. 334 d 11th Dec 1930 from the PPr. Shimoga acknowledging the dfr objection & affidavit & informing that the Case stands adjourned to 5.12.30

for Asst

TSD 13/12

DNP 13/12

Letter no 361 dated 24th Dec 1930 from the PPr. Shimoga stating that objections to the IA application have been put and stands adjourned to 5.1.31 for arguments on application and to 23/24.2.31 for evidence.

Subpoena has been issued

DNP 29/12

General and Revenue Secretariat | File No. | of 19

Serial No.

Lr no. 375 dated 8th Jan 1931 from ~~Govt~~ Addl. PPr. Shimoga informing that arguments for the examination of witness a Commission in England was heard on 5.1.31, the Court passed orders on 6.1.31 allowing ptf's application with Costs and ordering Commission to issue

Copy of the order may be awaited for perusal

TSD 12/1

Refce: para 22 above - As soon as the copy of the order is received from the PPr, Shimoga Govt Advocate will, if appd, be consulted as to whether the order can be revised by the High Ct -

Chiefsec. DSR 12/1

MM 15/1

Submit for a week to await copy of order - DSR

Subd 15/1

Copy of the ..... in the case is not yet been received. A draft reminder is put up.

DSR 29.1

WD 02553—G PB—50,000—8 7 30

4583 0/3

Letter no 433 dated 15th Dec
ppr. Shimoga forwarding a
copy of the order passed on the application
for exam[n] of certain witness on Commission in
England.

Subd for perusal.

See secretary's request on P WD
Should not arrangements be
made to Cross examine the witness?
Their evidence is said to be very
crucial in which the pty's case is
rested.

TSD
4/2

Refer paras 22 & 23 supra.
If appd Govt Advocate will be
consulted whether this is a fit case
in which the order of the Dt Judge
can be revised by the High Court.

Legal[r]

4/2

Yes.
4/2

If no revn petn is
filed or if after that
the order is affirmed
then steps will be taken
to engage a counsel
in England for Govt.
The Trade Comr can
do this.

4/2

L.D. Nop 5630
57 7th Feb. 193

GOVT. ADVOCATE'S OFFICE.
7 FEB 1931
BANGALORE.

Handed to Govt. Advocate with Compliments
for favour of opinion as required in para
25 supra.

M Puttaraja

for L.R[r] & Sec[y] to Govt
Law Dept.

for 613/30-8
7.2.31

Serial No.

Retransmitted with compliments.

2) On a careful consideration of the orde granting the application of the Plaintiffs f the examination of their three witnesses now residing in England and also of the grounds on which the said application was opposed on behalf of Government, I am of opinion that this i not a fit case for taking the order to the High Court in revision. The Plaintiffs have allege that the evidence of the said witnesses is esser tial and that they are not now in the service o the Plaintiffs' Firm. Under these circumstance it cannot be said that the discretion allowed to the learned District Judge under the law has not been judicially exercised by him.

Bangalore,
11-2-1931.
H.

H. Ramachandra Rao
Government Advocate.

1) Steps have now to be taken to arrange for the Cross exam[n] of these witnesses to be ex[d] on Commission in London -

2) A Counsel has to be engaged in London for the purpose ~~of~~ the Trade Com[r] may perhaps be requested to d this -

3) The P[r], Shimoga who is in charge of the case ~~may~~ has to be asked to send the records of the ca & copies of the pleadings etc with

1. Sheet

OFFICE OF TH
THIRD MEMBER
13 FEB. 1931
4708

a detailed note of instructions for the X^m of these important witnesses - These will have to be sent to the Counsel in London in due course.

Necessary drafts are herewith put up for orders -

Legal R

MP
11/2

Drafts are sent for perusal but one issue. There is no other alternative but to engage a Counsel in England

2 nd 3rd Member &
2nd Member

through Govt: only

RB
12/2/31.

P
17/2

DOP
17/

P
16/2/31

P
17/2/31

P
17/2

Serial No.

To

The PPr. Shimoga

No. P. 5139 dated 18th Oct 1931

that the Trade Comm^r in London will be requested to engage a Counsel for the Cross Exam^n of the witness, and requesting to send records of the case & Copies of pleadings with a detailed note of instructions.

Sun A to put forme records.

ISD 19/2

Luke (sd) The records &c in the case have not yet been received from the P. Pr Shimoga. A draft reminder for the same is put up for approval.

28/2

Issued 28/2

Issued 5321 of 2/3/31.

Letter No 486 dated 5th March 1931 from the PPr. Shimoga stating that the Copies of pleadings etc will be sent before 19.3.31 the next date of Hg.

For perusal

ISD. 9/3

Sas A Hill 9/3.

Luke

MG 9.3

(sd) The records as promised have not yet been sent by P. Pr. Another reminder is put up for approval.

WD 02553—50,000—GPB—8-7 30

File No. of 193 | General and Revenue Secretariat

No no 846 dated 29th March 31 from the Sheriff stating that the Case is adjourned to 6-31 for depositing Counsel's fee etc pf and requiring the Copies of the documents and other necessary papers that will be required by the Court for Cross Exam[n] of witnesses in England will be sent in Course of few days.

for perusal

Copies of documents & other papers may awaited.

ISD 31/3

YGP 31/3

The no 886 dated 4th April 1931 from P.P. forwarding the necessary documents, and stating that full material for the Cross Exam[n] of the witness is available in the copies of documents forwarded.

"The PPr should have also sent questions for Cross exam[n] on relevant points

(S) P.M. 6/4

The PPr. may be requested to suggest questions for cross Exam[n] also.

D/4 Please put up a draft requesting the PPr to send also the memo of instructions promised in his letter of 5th March 193

PM 7.4.31

Dft is put up

ISD 8/4 10/4/31

ISD 9/4.

Issue & send draft PM 7.4

Issued no. P. 6523 dt 7.4.31

General and Revenue Secretariat — File No. LC691 of 193

Serial No.

Dft Rx is put up.

ISD 13/4

Issue today
Issued No. P. 6624 dt 13.4.31.

Letter No Camp A 14th April 1931 from the PR. Shimoga forwarding the memo of instructions to Cross examine the witness in England.

The entire records may now be sent to the Trade Commr of Mysore in London. The PR. however says that it is not possible to prepare an exhaustive note to enable the Counsel to cross examine the witness in England. In the note now furnished by him, he dwells upon important facts in issue.

Dft forwarding the records to the T.C. in London is put up.

ISD 14/4

Typed draft, received
RR 16/4

Typed dft sent?

ISD 16/4

Draft letter to T. Comr may be approved.

To sign 16/4

PR Mumbai
Through Govt Secy

RR 17/4/31

WD 02553—50,000—GPB—8-7 30

May this issue?

Issue immediately
Sd/- 19/4/31
To sign 20/4

letter in red
RR 21/4

ISD 21/4

Issue immediately
Sd/- 21/4

To

The Trade Commr in London

No. P. 6814 dated 28th April 1914 forwarding extract record of the Case and requesting appt a Competent Counsel on behalf of the Govt to conduct the Commn, and to report same in due Course.

Encl A

TSD 24/4

24/4

Letter No D2-262/2) dated 14th May 1914 from the Chief Conservator of Forests, soliciting orders of Govt as to whether he can discuss the matter of settling the civil suit of Govt, as suggested by Messrs King & Partridge, Solicitors on behalf of William Jacks & Co.

The suit is against Govt for recovery Rs 23149 & odd alleged to be due to the plaintiff Co: on account of damages for alleged breach of contract to purchase a trailer. The defence is that it is the Co: that committed the breach of contract & that since the demonstration has proved a failure, Govt were not liable to buy the machine as per terms of the agreement.

The plaintiff Co: has taken out a Commission to examine certain witnesses in London & the Trade

To

The Trade Commr in London

No. P. 6819 dated 28th April 1921 forwarding a fuller record of the Case and requesting early a Competent Counsel on behalf of Govt to conduct the examn, and to report same in due Course.

TSD 24/

24/4

Letter No 82-262/21 dated 14th May 1921 from the Chief Conservator of Fs, soliciting order of Govt as to whether he can discuss the matter of settling the suit out of court, as suggested by Messrs King & Partridge, solicitors on behalf of William Jacks & Co. -

The suit is against Govt for recovery of Rs 23149 & odd alleged to be due to the plaintiff Co: on account of damages for alleged breach of contract to purchase a trailer. The defence is that it is the Co: that committed the breach of contract & that since the demonstration itself proved a failure, Govt were not liable to buy the machine as per terms of the agreement.

The plaintiff Co: has taken out a Commission to examine certain witnesses in London & the Trade

General and Revenue Secretariat | File No. | of 193

Serial No.

Conr of Mysore has been requested to arrange for their Cross exam[n] on behalf of govt.

The plaintiffs through their Solicitors in Madras, have now approached the Chief Comr: for settling the matter out of Court, if possible & the Conservator wants orders of govt whether he can ~~proceed~~ open up negotiations with the Co.

Submitted for orders.

Legal Adv

28/5/31

May be done.

But the Comr should assume a non-committal attitude, and should enquire the other side to propose their terms "for the Consid[n] of Govt".

28/5/31

2nd Member

1st Member

by 27/5/31

27/5/31

28/5/31

Draft letter to Chief Comr is put for consideration

Legal Adv

28/5/31

Issued

Please issue from Comr's

30/5

OFFICE OF THE COMMISSIONER OF MYSORE AND COORG
27 MAY 31
No. 10346.

NOTE—Contn. Sheet.

WD 02553—G P B—50,000—8 7 30

To

The Chief Conservator of Forests

No. P. 763/ Coord 1.6.31 informing that
govt have no objection to the private
negotiations ~~Pended~~ all steps of negotiations be
kept informed

Q. M. Branch with Compts for
favour of perusal & return

MMP
9.6.

... d returned.
MW
9/6

Letter no 11th June 1931 from the T.C. for
Cyprus in London, acknowledging this office
letter, and intimating that he had been asked from
Mr Tennant that the Case had been withdrawn
& proposing to wait a few days to receive
other instructions.

55) Kind reference is invited to
para 46-48 supra. negotiations for
compromise are going on between the Ch.
conservator of forests and the ptg's solicitors
& Madras. Govt have agreed for such a
Course provided they are kept informed at
every stage. Ch. Conservator may perhaps
be addressed in the matter, enquiring at
what stage the negotiation stands at
present.

for a[illegible]

ISD.
1/7

Serial No.

56) In this suit, the plaintiff Company has taken out a Commission to examine certain witnesses in London. Mr. Tennant was appointed as Comr. The Trade Comr for Europe was requested to engage a Counsel on behalf of Govt to conduct the Cross Exn of the witnesses. He now writes that in view of the information given by Mr. Tennant that the case had been withdrawn by the plaintiff, he is waiting for instructions to engage a counsel. Head refee is, in this connection invited to paras 46 to 51 supra. The Chief Comr ~~has~~ has obtained permission of Govt to start negotiations with the Company for settling the suit out of court. No definite proposals are till now received.

57) If approved, a report will be called for from the Chief Conservator of Forests as to how far negotiations have progressed in the matter.

Chief Secy) MC 1.7.31

Forest Member) RLM 2/7/31

D.O. letter No. D2-262-29 dated 2nd July 1931 from the Chief Conservator of Forests

WD 02553-G PB—50,000—8-7-30

stating that the solicitors are anxious to have the meeting before the 12th July and requesting orders of Govt to engage the services of the Govt Advocate ~~for~~ to be in charge of the defence at the meeting.

57) The reply since received from the Chief Conservator of Forests is herewith put up (P.U.D).

58) In view of the fact that the present PPr, Shimoga is now to this Case, the Chief Conr proposes to engage the services of the Govt Advocate to be in charge of the Govt case at the proposed meetings to be held to arrive at some settlement of the dispute between the Company & Govt.

Submitted for orders.

(Chief Secy) DMP 3.7.31

59) If the Public Prosecutor is unacquainted with the details of this case, so is the Govt Advocate there is no special advantage in any one latter to be present at the discussions. The case depending, as on a question of fact, is of simple character and the Pub

Serial No.

FIRST MEMBER'S OFFICE
6 JULY 1931
No. 58

GENERAL SECRETARY'S
7 JULY 1931
No. 76

Submitted for favour of permusal before issue.

Govt. Solr. 7.7.31

Should be able to give such legal advice as the Govt. Members may require at the meeting.

Govt. Member 4/7/31

60) I agree C.C.C. 6.7.31

61) Draft reply is put up accordingly

Chief Secy. 6/7

Issue. Sd/- from the P.M. also to be present

6/7/31

62) I have spoken to the Chief Secy and obtained instructions from the Hon'ble Member which are as follows:— The C.C.7. may be asked to arrange for the meeting at Darjeeling getting the Com. of the P.S. if necessary. The Govt. Advocate may also be asked to be present on behalf of the C.C.7.

63) I have informed the C.C.7 Secretary of the above & the proposal to take action accordingly —

64) A draft letter to the C.C.7 through Public Works Department is revised accordingly is put up for favour of approval.

Chief Secy. 7/7/31 7.7.31

67) Issue today 7

W.D. 0255—G.P.H.—50,000—8-30

To

The Ch. Conservator of Forests.

No. P. 222 dated 7.7.31 requesting to arrange for the meeting at Bangalore getting the remarks and the PPr of Shimoga if necessary, and informing that G.AD. also may be requested to be present, and give advice in the matter.

Copies to the PPr. Shimoga & the Govt. AD.

Letter no 6 dated 5th July 1931 from the PPr Shimoga stating that the entire records of the Case have been sent to the Ch. Cons. of Forests and requesting clear instructions as to the further Conduct of the Case.

(6) In para 4 of the P.W.D. PPr. States that he has been asked by the Ch. Cons. of forests to take a long adjournment from the next Hg viz 7th inst.

PPr. is also requested to be present at the meeting. Result of the discussions may perhaps be awaited.

TSD. 9/7 (7) A copy of the letter written to the Chief Conr in the matter has been sent to the PPr, Shimoga. No further reply is at present necessary. The question of further Conduct of the Case will arise only after the negotiations are completed.

Subt for perusal.

General and Revenue Secretariat | File No. | of 193

Serial No.

Lr. No. D. 1762-27 dated 21st July 1931 from the Chief Conservator of Forests submitting for information of Govt. a copy of the D.O. addressed to Messrs. King and Partridge Solicitors Madras.

To) The Ch. Conservator has called upon the Solicitors of the Deffe Co: to state the terms on which they propose a compromise ~~agreement is to be reached upon~~, irrespective of the merits of the case. He has also pointed out that Govt ~~has taken this view~~ would consider the offer reasonably in order to avoid the inconveniences of litigation.

Subt for perusal. Further report is to be awaited

TSD 23/7

Chief Secy)

DMP 23/7

Forest Member)

W 23/7/31

(Mudy 25/7/31)

DMP 24/7

NLL 25/7

DMP 25/7

Lr. dated 30th July 1931 from the T.C for Mysore in London informing that no further action has been taken in the matter in view of the progress of negotiations for a settlement which he came to learn through Mr. Thomas

To) Subt for perusal.

Ch. Conservator may perhaps be enquired at what stage the proposed Compromise stands at present.

To) Please put up a draft acknowledging this letter of the T. Cons & stating that negotiations for settlement are in progress. DMP 18/8

NOTE.—Cobalt Office.

WD 04564-G PB—50,000—8-7-30

25

File No. of 193

General and Revenue Secretariat

TSD 19/8. Dft to see T.C. & put up for approval

Clean draft please
19/8

Dft & put up.
TSD 19/8.

may be approved
Gen Secy)

19-8-31

I Member)

19/8

20/8

Hy 20/8/31

Issue today
20/8

GENERAL SECRETARY
19 AUG. 1931
No. 1107

OFFICE OF THE
FIRST MEMBER, EXECUTIVE COUNCIL
20 AUG. 1931
No. 1945

TYPING SECTION
GEN'L SECTT.
20 AUG. 1931

The Hon'ble Commerce Member

With reference to his note dated 20.8.31 informing that the settlement of the Tata Iron & Steel Co. is in no way connected with the matter of a Tariff on Iron & Steel, the Hon'ble Sir Joseph Bhore will be asked again

General and Revenue Secretariat | File No. of 193

Serial No.

Letter ..... dated 7th Sept 1931 from the Chief Conservator of Forests, forwarding a copy of the letter received from Messrs King and Partridge, Solicitors, Madras, being the Confirmation of the provisional understanding arrived at, and recommending that in the circumstances explained, that the firm may be paid Rs 6,500 in full settlement, and all further steps stopped.

75) This is a Suit against Govt for the recovery of Rs 23,149-3-0. In the light of the Circumstances explained in the P.W.D. a provisional settlement has been agreed, and accordingly the Ch. Cons. of Forests recommends ~~that the firm may be paid Rs 6500 in full settlement of the claim and all legal steps stopped~~ Sanction of Govt for acceptance of the terms as agreed upon which include a payment of Rs 6500-0-0 to the Company. It is also stated that the expenditure be met from the Budget grant on Timber of the Current year. Dft Sanctioning is subd for Consid?

ISD 9/9

76) The Govt Advocate also took part in the negotiations and the Chief Cons^r states in the penultimate para of the P.W.D that the Govt. has expressed his opinion that the settlement proposed is very fair & might be accepted by Govt with view to avoid further litigation

The Plaintiffs Company's claim as per plaint is for Rs 23,149-3-0, as follows:

Value of Tractor Rs 14,400/-
Value of Trailor Rs 5,750/-
Ry freight + Other expenses } Rs 2999-3-0.

Liability to pay for Ry freight etc was admitted in the written statement but only to the extent of Rs 1851-8-0. There was also a counterclaim for Rs 4300/- on account of godown charges etc.

77) The proposed settlement is to the effect that the Plaintiff should accept Rs 6500/- in full settlement of all claims in the Suit & that Govt should withdraw the Counterclaim. Each party has to bear his own costs.

78) As to how this figure of Rs 6500/- was arrived at is explained in paras 2 & 3 of the P.O.D. This will be the amount which the company will have actually spent on account of Ry freights etc, when they sold the machinery back to Calcutta.

79) The proposed settlement is fair & might be accepted. The Fin' and the Chief Secretaries have to be consulted in the

Serial No.

matter.

Genl Secy)

9.9

GENERAL SECRETARY 9 SEP. 1931 No.

Pub Secy
for
Chief Secy
with compts

9.9.31.

80) This is a legal matter and I have no opinion to offer

10/9/31

11-9

81) The settlement may be accepted

12/9/31.

II nd member

14/9

82) I agree

17/9

for perusal

18/9/31.

SECRETARIAT 17 SEP. 1931 No.

Dewan's office, No. Cab.

NOTE—Contn. Sheet.

WD 02553—G PB—50,000—8 7 30

File No. of 193

General and Revenue Secretariat

83) Draft G.O put up. may be approved.

Gen Secy) 21/9/31

Draft approved Submit to Ch. Secy for perusal before issue

Chief Secy) 22/9

85) Secy. Thanks. may issue after perusal by Fin Sec.

RR 23/9/31

86) for perusal before issue

Fin Secy) 23/9

24/9

Issue today

23/9

GENERAL SECRETARY. 24 SEP. 1931 No. 2159

7c 885/25-9-31

TYPING SECTION 28. SEP. 1931 FINL. & REV SEC.

To,

Ch. Commissioner of Inds. -

PPr. Shimoga

Gnr. 10.

Cmr Bhadra

G.O. no. P. 1802-5 Secy to G of I accepting the recommendations of the Ch. Comm. of Inds. and sanctioning

Serial No.

The payment of R. 6,500 — to ... in full ... of all ... claims ... original suit No. ... of 1930 ... for ... Dist. Judge, Shimoga.

87) Copy of the G.O. may perhaps ... to the T.C. in London ... a request ... the Connected papers.

ISD 7/10.

88) Please put up a draft ...

89) Dft. sent for appl. MNP 7/10

ISD 7/10.

Genl Secy) MNP 7/10

2/10

Issue MNP 8/10

GENERAL SECRETARIAT 20 OCT. 1931 No.

PWD SECTION 8 OCT. 1931 RECEIVED SECTT.

The T.C. for Mysore in ... No. P. 8941 dated 5.10.31 forwarding ... of the G.O. for ref^e and requesting to return Connected papers.

Sub B. file 1/11

ISD 6/10. MNP 7.10.

DIWAN'S OFFICE 6 - OCT. 1931

Letter dated 26.10.31 from the T ... returning the Complete file of papers.

90) Dft. acknowledging ... put up.

ISD 17/11

Issue MNP 17.11

PWD SECTION 17 NOV. 1931 GENL. SECTT. Govt. Sheet

WD 02553—50,000—GPB—8-7 30

Issued No. P. 2855 dated 18.11.31.

91) The file may be closed. and a final ... from the Ch. Cons. of Forests awaited.

ISD 19/11

also call for a report from the Chairman as well as from the DFO Shimoga — as to the action taken on the G.O.

DRP 17.4

2) Dft put up.

KSD 20/4

Issue.

DRP 20/4

Letter No. 114 dated 25-11-31 from the Pr. Shimoga stating that the charges for proof drawn in favour of the Messrs Kung & Bantwal Municipality's Solicitors, sent by the Dist. Forest officer, was delivered to the plaintiff's advocate on 16-11-31 & receipt of the same was duly acknowledged in the order-sheet of the day, and that as the advocate has taken a week's time to furnish full settlement in consultation with the Municipality's solicitors at Madras, the case stands adjourned to 30th inst. for final disposal.

Submitted for perusal.

TSD 25/4

DRP 25/4

2) Further report may be awaited

TSD 27/4

(Gen Secy)

DRP 29.4

20 NOV. GENL. SEC

GENERAL SECRETARY. 27 NOV. 1931 No.

General and Revenue Secretariat — File No. — of 193

Serial No.

From

The Pr. Shimoga

No. 155 dated 2nd Dec 1931 intimating that the pff's advocate withdrew his claim unconditionally and that the Counter claim on behalf of the Govt was also withdrawn, and the Court has passed an order in the same terms directing each party to bear its own costs, thus terminating the Suit

Kind reference is invited to para 47 Supra.

Subd for perusal

GENERAL SECRETARY 5 DEC. 1931 No. 6016

LSD 5/12

The terms of the G.O of 28th Sept 1931, have been acted upon and the suit by Messrs William Jacobs & Co as well as the counter claim by Govt have been withdrawn unconditionally

Subd for perusal

Gen Secy

Chief Secy (Forests)

II Nd Member

DEC. 1931

Ltr 7/12 mp 7.12

Done 5/12

RR 13/12/31

mp 14/1

mp 16/12/31

dm 17/12/31

P

mp 17/12/31

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

File No. | of 193 | General and Revenue Secretariat

From,

The Chief Conservator of Forests

No. D.2. 762-29 dated 22nd Dec 1931 enclosing Copy of the lease by the Conservator of Forests, showing pairing out that the expenditure incurred the Suit filed by Messrs William Jacks & Co Ltd, be debited to (i) Timber instead of (ii) Timber as mentioned in the G.O. and requesting to ratify action taken by him.

As the allotment under 'II Timber was limited, Conservator of Forests, Shimoga was asked under Forest officer to adjust the charges under which this proposal has been approved by Ch. Cons. of Forests.

Draft G.O. modifying the G.O. dated 20th [illegible] Subject for approval.

ISD 28/12

This may be dealt with, & the in the Gen Br (Ft Secn).

MNP 8/12

The 6-6-29 letter is referred here & the file returned

(Law Secn)

MNR 5/1/32

Civil.
Form No. 106.

1092-929
328

CHIEF SECRETARY,
29 AUG. 1929

Letter 28-28/8-1

From 26th August 1929.

Mr. Ahmed Moos,
Lucinda.

To Mr. Block Secretary, to the Government
& Mysore, Bangalore

Sir,

I have the honor to forward herewith the Defendants' Summons, in duplicate in Original Suit No. 2 of 1929, in the file of this Court, and to request that you will be so good as to cause the duplicate to be served on ~~the individual therein named~~ yourself and the original returned to this Court with due endorsement of service thereon, on or before the date of hearing. 30 1-10-29

~~A sum of Rs.~~ ~~is~~ herewith sent, being

~~wit~~ness batta,

I have the honor to be,

Sir,

Your most obedient servant,

P. R. Krishnamachar

Ahmed Moos

Appendix F G—1

SUBJECT....

Section Loan

File No. 26-7

Serial No. 2 +

Diary No. of letter replied to.....

No. 1502 (L)

General and Revenue Secretariat

)

the *192*

To

The District Dr
Shimoga

Date of issue..... 5.9.29

Signed by..... M. N.S.

I am directed to return herewith the defendant's ~~[illegible]~~ original in O.S. 2 of 29. on your file (William Doc 68 Govt), with due ~~[illegible]~~ service thereon.

List of enclosures.....

Section Law

File No. 28 - 29

Serial No. 3

Diary No. of letter replied to.....

No. J 1584 (2)

General and Revenue Secretariat

( )

the *192*

To

The Public Prosecutor
Shimoga

Date of issue..... 12/9/29 .....

Sir,

Signed by.....

I am directed to forward herewith the defendants' Summons and copy of the plaint in O.S. 2 of 1929-30 on the file of the District Judge Shimoga (Messrs William Jacob & Co vs Government) and to request you to appear for the Government in the case which is fixed for hearing on 1st October 1929. You may kindly over for take instructions from the

List of enclosures.....

Copied by.....

Examined by.....

over

WD 068—GPB—20,000—1-8-29

Conservator of forests, Shimoga
and send to this office
as usual the draft
written statement.

I have etc

(H. M)

Legal Asst

Addl
9.9 of 1583

1) Copy to Conservator of Forests, Shimoga for information.

1586 of 12

2) Copy to chief Conservator of forests in unpare for inform^{n}.

TEL. ADDRESS
"FORESTCON"

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE,

No. D2 262 27

Dated, Bangalore, 23.....9.....192 9.

FROM

B. V. RAMAIENGAR, ESQ., B.A.,
Chief Conservator of Forests in Mysore.

To

T. Mahadeviah, Esquire, B.A., B.L.,
Law Secretary to the Government
of Mysore, Bangalore.

SIR,

I have the honour to state that the Conservator of Forests Shimoga, requests in his letter No.I.18-514-29 dated 21st September 1929 the forwardal of a copy of the notice issued by the soliciters Messrs. William Jacks and Co., Madras to the Chief Secretary to Government in connection with suit filed by the firm claiming damages to the extent of Rs.23,149-3-0 in respect of a sentinel Tractor as it is required by the Public Prosecutor, Shimoga to defend the case on the file of the District Judge, Shimoga.

The said notice received in this office with your letter No.P.4588(2)/Law.96-28-2 dated 19th February 1929 was returned to you in original in this office letter No.D.2-262-27 dated 4th March 1929 with my detailed report.

I request that a copy of the said notice may be caused to be sent to the Conservator of Forests, Shimoga direct to avoid delay as the hearing of the case has been posted to 1st proximo.

I have the honour to be,
Sir,
Your most obedient servant,

B. V. Ramaienga

Chief Conservator of Forests.

TC/23-9-29

Section Leave

File No. 296-29

Serial No. 5

Diary No. of letter replied to.....

No. A 1807

General and Revenue Secretariat

To

the *192*

The Conservator of Forests

Shimoga

Sir,

Date of issue 5-9-29

Signed by M TNS

I am As requested in letter no 8 dated 23rd instant of the Chief Conservator of Forests, Mysore. I have the honour to send herewith the ~~the~~ notice original issued by the Sub Court on behalf of Messrs William Jacks & Co. Madras, under section 80 of the Code of Civil Procedure for enabling Government to give instructions to Public Prosecutor Shimoga ~~Deputy~~ in the defence of O.S. 2 of 29-30 filed in the District

List of enclosures.....

Copied by Mac A

Examined by.....

WD 068—GPB—20,000—1-8-29

Shinoda.

Thanek

Regards

Copies to Chief Cons 1808
Mr. Shinoda -1809 25-9-79

No. 2/18-510-29

ENCL. .....

OFFICE OF THE CONSERVATOR OF FORESTS,

Shimoga, dated 5th October 1929.

FROM

The Conservator of Forests,
SHIMOGA

TO

The Secretary to the Government
of H.H. the Maharaja of Mysore,
Law Department, Bangalore.

Sir,

Subject:- Sentinel Tractor Suit.

In acknowledging with thanks the receipt of your letter No. 1807/Law. 28-29 dated the 25th September 1929, together with its enclosure, I have the honour to enclose herein a copy of my letter addressed to the Public Prosecutor, Shimoga, for kind information.

I have the honour to be
Sir,
Your most obedient servant,

M. Narasa

Letter No. I. 18-514-29 dated the 5th October 1929, from the Conservator of Forests, Shimoga, to the Public Prosecutor, Shimoga.

Subject:- Sentinel Tractor Suit.

I have the honour to forward herewith a copy of letter No. 17/Law. 28-29 dated the 25th September 1929, received from the Secretary to the Government, Law Department, together with that its enclosure for needful action..

I have directed the Prosecuting Range Officer attached to my office to give you needful help in the matter.

Copy.

Conservator of Forests.

No 274.
Encl. 6

SHIMOGA,

Dated 27th. February, 1930.

From

N. SESHA SASTRI, ESQ., B.A., B.L.,
Public Prosecutor,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department, Bangalore.

Sir,

Subject:- Sentinel Tractor Suit. (O.S. 2/29-30, District Judge's Court. William Jacks & Co Vs Government of Mysore)

With reference to your letter No. P.1584/Law. 28-29.3 dated 12-9-29 requesting me to appear for Government and do the needful, I have the honor to state that on going through the concerned files of the Forest Department and taking instructions from the Conservator of Forests, Shimoga, I have prepared the draft written statement and forwarded the same herewith for kind approval. A copy of the plaint and copies of some important relevant correspondence as noted below are enclosed for reference and return along with the approved draft.

The case stands posted to 6-3-1930 for filing our written statement. I could not send the draft written statement earlier as I had to study three big files on the subject, taking the help of the Prosecuting Range Officer who is deputed to instruct me in preparing the draft and this necessarily took some time. The approved draft may be kindly returned to me early at your early convenience for doing the further needful. If the same cannot be returned before 6-3-1930, I shall have to apply for a short adjournment. I request you to kindly let me know if I may do so.

I have the honor to be,
Sir,
Your most obedient servant,
N. Seshasastri
Public Prosecutor, Shimoga Division.

Copies sent with this letter.
1. Copy of plaint.
2. Copy of Mr.Fulton's report d/ 8-9-25.
3. Copy of letter d/12-9-25 from the plaintiffs.

P.T.O

4. Report of Mr. Revanna, D.F.O.Shimoga, regarding the demonstration.
5. Letter of the Conservator to plaintiffs dated 31-8-1928
6. Notice issued to plaintffs by the Government Advocate, Bangalore.

Appendix F G—1

SUBJECT.....

Diary No. of letter replied to.....

Section

File No.

Serial No.

No. 4707

General and Revenue Secretariat

To

The Public Prosecutor
Shimoga

the 192

Date of issue 4/2/30

Sir

Signed by MNS

With reference to your letter No. 274 dated 27th February 1930 forwarding for approval a draft written statement in O.S. 2 of 29.30 (William Jacob & Co. vs. Govt.) in the Court of the District Judge Shimoga, I have the honour to state that to this office such references ought to be made atleast a fortnight before the date fixed for

List of enclosures.....

Copied by.....

Examined by.....

Suit to allow enough Time
for Scrutiny of the draft.
Now that the Case is said
to be posted to 6th March
I request now to move for
an adjournment
for about two. —
the meanwhile the Connected
Records containing the Cross
between the Company and the
Trust Deed may be sent
at once to enable the Draft
Statement.

Thaweek

Legalese

Copy to the Chief Com of Fly

NO .....
Encl.

SHIMOGA,

Dated 4th March 1930.

From

N. SESHA SASTRI, ESQ., B.A., B.L.,
Public Prosecutor, ,,
SHIMOGA DIVISION.

To

5/3/30 Mahadevayya Esq B.A., B.L.
Secretary to Government—
Law Department

Dear Sir,

Re: The Sentinels Tractor Suit O.S $\frac{2}{29-30}$
on the file of the District Court Shimoga.

I beg to state that I sent the draft written statement for your kind approval only a few days back. I know you have not had sufficient time to go through the same as the date of hearing is so near i.e. 6. 3. 1930. It will therefore be helpful to me to take another adjournment— if you kindly send me a communication asking me to take a fortnight more to file the written statement. Please excuse trouble.

Yours sincerely
N. Seshasastri

No 285.
Encl.

SHIMOGA,

Dated 6th. March. 19

From

N. SESHA SASTRI, ESQ., B.A., B.L.,
Public Prosecutor,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department, Bangalore.

Sir,

Re O.S. 2/29-30, District Judge's Court, Shimoga.
Jacks & Co. Vs Government of Mysore.)

With reference to your letter No. P. 4719/Law dated 3 on the above subject, I have the honor to state that I hav sent separately by registered post ~~the~~ File No. D2-D. 26-2 ~~the Offices~~ Office of the Chief Conservator of Forests in Mysore which contains all the correspondence that has passed between the plaintiff and the Forest Department. The case stands adjourned to 5-4-1930 on which date the defende statement will have to be filed.

I have the honor to be,
Sir,
Your most obedient servant,

N.S. Krishnamurthy
for Public Prosecutor, Shimoga Division.

Appendix F G—1

SUBJECT.....

Section Law

File No. 28-29

Serial No. 11 29

1525/(4th Records

Diary No. of letter replied to.....

General and Revenue Secretariat

To

the *192*

The Public Prosecutor
– Shimoga

Date of issue..... 1.4.30

Signed by.....

Sir,

With reference to your letter No: 285 dated 6 March 1930 forwarding for approval a draft written statement to be filed on behalf of the Government in O.S. 207 29 on the file of the Dt Ct Shimoga. I am sending herewith the statement faired and duly signed

(W Statement faired to first)

List of enclosures.....

Copied by.....

Examined by.....

in 1720.

Two copies of the Statement

all the records sent with

letter are herewith returned.

ernment may be kept duly

ormed of the progress of the

on each date of hearing.

Thanks

Draft written statement in O.S. 2/29-30
District Judge's Court. Shimoga.

Plaintiffs: William Jacks and Co..

see script
x copies

e Court of the Dt Judge, Shimoga
O.S. 2 of 29-30

efendant:- Government of Mysore.

The Defendant begs to state as follows:

Under O 8 R 1 C.P.C.

1) What is stated ~~xxxxxx~~ in paras 3 to 5 of the plaint regarding the holding of a demonstration to prove the practicability of a Sentinel Steam waggon performing the work expected of it is not wholly correct It is no doubt true as alleged that it was agreed that the tractor and trailer should make three return trips with the maximun load which the trailer was capable of carrying not exceeding 10 tons i.e. three trips ~~xx~~ outward without load and three trips with full load and in case the demonstration proved successful, the defendant should forthwith purchase the the tractor, but it was further agreed that in the event of the tractor failing to comply with the requirements as specified in Sub Cl. 3 of para 5 of the plaint or being conclusively proved to function at rates greater than the plaintiff's estimates already submitted by Mr. Fulton. together with ~~xx~~ his report dated 7-9-25 by an allowance margin of 15% for come and go contingencies. the plaintiffs should take the tractor back free of all further liability by the defendant other than those specified in Sub Cl. 1 & 2 of para 5 of the plaint.

2) It is not true that the trailer supplied by the defendant was unsuitable and that therefore the demonstration attempted in

April, 1926 could not be carried out successfully as stated in paras 15, 16 and 19 of the plaint. On the other hand, the trailer was tested before being first used at Shimoga by the plaintiff's representative and found to be suitable. The admitted failure of the demonstration in April, 1926, was due to the fact that in driving the tractor, the plaintiff's representative, out of sheer neglect, did not keep to the middle of the road so that one side of the tractor got into the drain and the rear axle of the trailer was consequently bent.

It is not true as stated in para 17 of the plaint that the Conservato f Forests has in his letter dated 6-4-26 stated that the actual capacity f the tractor could not be demonstrate wing partly to difficulties on account f the soft nature of the soil

) It is true that the plaintiffs sug- ested the purchase by the defendant f a new trailer, but it was at the ame time agreed that the purchase ould be made on the same terms as the tractor i.e. in case the demonstration proved successful, the defendant had to purchase the trailer, as per plaintiff's letter dated 27-5-26 and the letter of the defendant's Conservator of Forests referred to in para 21 of the plaint.

(9) All the repairs required as per Mr- Fulton's report were carried out. Also the plaintiff's representative

inspected the entire length of the road before attempting the demonstration on each occasion and was satisfied that the road was in a fit condition for undertaking the demonstration and the repairs to the road required by him were duly attended to by the defendant's officers. Mr. Fulton's report does not mention that any new bridges were required at the Kushavati and Gabbadi deviations. The road surface and the road gradient were not at all unsuitable for the tractor as mentioned in paras 31 and 32 of the plaint. Any allegation in the plaint contrary to what is stated above is not admitted.

allegations in para 31 of plaint that the surface of road was in many places worse than before & that the executive Engineer's attention was drawn, he stated that inspite of lack of funds, no further repairs were carried out. absolutely untrue.

(6) The allegations in para 33 of the plaint that the plaintiffs' representative brought the defects of the road and the difficulties of crossing at the 36th. mile to the notice of the defendant's Conservator of Forests is not ~~admitted~~ true

details about description of the demonstration on 8 in april 1928 given in ~~para 34 and 35 is not Correct.~~ the causes for its failure stated in paras 34 and 35 are not correct—

(7) The tractor was loaded with 14 poles of 35' length at Agumbe, but the tractor was not able to pull this load. It was only after the load was reduced to 8 poles that the tractor was able to pull the trailer out of the loading site. It was then again loaded with 4 more poles, i.e. 12 poles in all, and the journey in the loaded direction was started. The tractor was not able to pull the trailer through the Kushavati deviation and after packing the road with stone metal and old sleepers the trailer was pulled through this deviation. The tractor was again

to pull the trailer through the Gabbadi deviation and 10 out of the 12 IE poles had to be unloaded to enable the tractor to pull the trailer through this deviation. After this the tractor was completely unloaded and ran empty to Shimoga. The time taken to run from Agumbe to Gabbadi, a distance of 32 miles, with a load of 12 poles of 35' length was 9 houts and the time taken to run 25 miles from Gabbadi to Shimoga with no load was 4 hours. What is stated in paras 34 and 35 of the plaint to the contrary regarding the time taken is not admitted. true ?

8) Near mile 2/52, the trailer had to be detached and pulled with the aid of a chain. From the manner in which the engine pulled at steep uphills, it was obvious that the maximum load which the tractor could haul was 12 poles of 35' length and that it could not at all be used to transpost 45' poles and further that the cost of transporting per pole would far exceed the estimate of Mr.Fulton. The demonstration was therefore quite unsuccessful in proving that the tractor could transpobt 14 poles of 45' length in 12 to 14 working hours and that the cost of transport would be the amount mentioned in Mr. Fulton's estimate.

(9) The allegations made in the plaint regard -ing the condition of the read over which the tracter had to pass are not true. The road was repaired at great cost and was suitable to admit of the demonstration being held. The plaintiffs representations after having inspected the entire length of the road from time to time were satisfied about the condition of the road and undertook the demonstration. If really the road was so ~~very~~ bad as to be unfit for a demnnstraion being held it was perfectly open to the plaintiffs to refuse to conduct it until the road was brought to the desired condition. Since the plaintiffs have not done so, they are not now entitled to say that the admitted fail -ure of the demonstarytion was due to the road, not being properly repaireds The ~~defendant~~ has performed full his part of the contract relating to the repairs to the road and the allegations in the plaint contrary to this are not true.

(10) Under the agreement referred to in para 5 of the plaint the defendent had to bear the expenses mentioned 1 and 2 of the said para which amount the plaintiff assured would not exceed Rs 1,400/- (Vide para 6 & 9 of plaint) & this figure was accepted by the defendent. The trailer was subsequently brought to the Shimoga under the same conditions and the liability to pay the railway freight and the cart hire on this which is stated to be Rs 451-8-0 is also admitted by the defendant. The defendent is

therefore ...

therefore liable to pay only Rs 1851-8-0 in connection with the cost of the demonstration ant not Rs 2999-8-0 as claimed by the plaintiff in para 36 of the plaint.

(11) The defendant denies that ~~it~~ he has committe any breach of contract and caused any loss or damage to the plaintiff. Since the contract w one for the transfer of ~~the~~ moveable property for the breach of which, compensation in damages is an adequate relief, it is not one which can be specifically enforced and the prayer in para 36 of the plaint for specific performance of the contract is not tenable.

(12) All allegations in the plaint ~~is~~ contrary to this written statement which are not expressly denied herein are not admitted by the defendent.

(13) The plaintiffs ~~was~~ were requested in letter no D2.262-27 dated 6th August 1928 by the Conservator of Forests Shimoga to take back the tractor and trailer from Shimoga, but they have neglected to do so.till now. A notice was thereupon issued to the plaintiffs throgh the Government Advocate Bangalore demanding rent at the rate of Rs 200 per mensem from 6-8-1928 for stabling the tractors and trailer in the zincsheet shed in Sandalkoti Shimoga, but the plaintiffs have till now neglect -ed to pay the same. There is therefore now due a sum of Rs ~~3800~~ 4300/- to the defendant on account of he rent due ~~from~~ from 6-8-1928 to this date. educting the amount of Rs 1851-8-0 due to the laintiffs (as stated in para of this ritten statement) the defendant is entitled to ecover Rs ~~1948-8-0~~ 2448-8-0 from the plaintiffs and a

a court fee of ₹ ~~160-8-0~~ is herewith produce for this purpose.

(14) The defendant therefore prays that t this hon'ble Court may be pleased to dismiss the plaintiffs suit with costs and decree the counter claim of the defendent with costs and current interest and future rent at the rate of ₹ 200/- per mensem from this date to the date of removal of the tracter and trailer.

(15) I solemnly affirm that what is state above is true to the best of my knowledge as gathered from the record and I believe the sa to be true.

Draft

4234 P 29
25

No 320.
Encl.

SHIMOGA,

Dated 9th. April, 1930.

1/12

From

N. SESHA SASTRI, ESQ., B.A., B.L.,
Public Prosecutor,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department, Bangalore.

Sir,

Re O.S. 2/29-30, District Court, Shimoga. (William Jacks & Co. Vs Government of Mysore.)

I have the honor to acknowledge receipt of your letter No. P. 5275/Law 28-29.11 dated 1-4-1930 together with its enclosures and to state that since the Court was engaged in Kadur Sessions, the written statement in the above case was not filed in 5-4-30. The case stands adjourned to 20-5-1930 on which date the written statement will be filed and the further progress of the suit intimated.

I have the honor to be,
Sir,
Your most obedient servant,
N.S. Krishnamurthi
for Public Prosecutor, Shimoga Division.

KINGSCOTE & PARTRIDGE,
ARIES
R OATHS.
MADRAS AND OOTACAMUND.
PARTNERS:
PERCIVAL WALTER PARTRIDGE.
WILFRID HAZELL SELL.
HUGH JOHN MAITLAND JONES.
LEONARD MAINWARING TAYLOR.
TELEGRAMS: "REGAL".
CODES: A.B.C. 5TH & 6TH BENTLEY'S.
TELEPHONE Nº 3911. (2 LINES)
POST BOX Nº 121.

Gpr 6312
26

7 Kondi Chetty Street,
Madras.

10th April 1930.

12-4-30
1902
reply

The Dewan of Mysore,
Mysore.

Sir,

O.S. No.2 of 1929-30.
Messrs. William Jacks & Co., Vs. The Govt. of Mysore.

On behalf of our clients, Messrs. William Jacks & Co., Madras, we have the honour to bring to your notice the following facts with the request that you would be so good as to look into the matter and, if possible, expedite the rendering of justice to our clients which is all that they are seeking.

Our clients entered into a contract with the Conservator of Forests on behalf of the Government of Mysore for the sale to the Government of a Sentinel Steam Waggon and a Trailer. The facts relating to this contract are set out in the plaint which our clients have filed against the Government in the court of the District Judge of Shimoga, a copy of which we enclose herewith for your perusal.

As you will observe from the plaint, the transaction mentioned

mentioned therein [redacted] as far back as the year 1925. The suit itself was filed on the 22nd August 1929 and has been numbered as Original Suit No. 2 of 1929-30 and was posted to the 1st October 1929 for service and return of summons on the defendant.

On the 1st of October 1929, the Government Advocate appeared on behalf of the Government and filed a memo calling for certain particulars. Copy of the memo is enclosed herewith from which it will be observed that the particulars required are already given in the plaint and the Government Advocate required our clients to produce their correspondence with the Government-- an unusual request and unnecessary as the Government had or must have all this correspondence. Although the plaint contained full and complete reference to this correspondence, our clients filed the particulars required and the correspondence on the 20th November 1929. The case was adjourned to the 9th January for the written statement of the Government.

When the case came on on that day, i.e., 9th January 1930, the Government Advocate prayed for further time which was opposed by our clients' Advocate. Further time was however -- granted till the 20th February 1930 and, according to our Advocate, the Government Advocate was told to be ready with the written statement on that day and that no further adjournment would be given.

No written statement was however filed on the 20th February 1930 and the case also was not called on on that day as the judge was engaged in trying a murder case. It was then adjourned to the 6th of March again for the filing of the written statement.

On the 6th of March 1930, when the case was called, it was represented to the Court by the Government Advocate that the written statement had been sent to the authorities concerned for approval and the case was again adjourned to the 5th ~~instant~~

Even on this date, the written statement does not appear to have been filed and the case itself was not called on, we understand, because the District Judge was engaged in a Sessions case in Chikmagalur.

We beg to point out that the suit relates to a commercial transaction and would, if it had been filed in the Madras High Court, be classified as a "commercial cause" and put down in the "A" list of cases which ordinarily obtain preference over other cases. It is hardly necessary for us to emphasize that a dispute relating to a business transaction ought to be disposed of as speedily as possible and in such cases justice delayed amounts practically to justice being denied.

We regret to state that although the suit was filed about eight months ago, the Government have not yet filed their

written

written statement so that our clients apprehend that, at this rate, it will probably take years before the matter is disposed of in the court of first instance. In the meantime, the persons and the employees of our clients who are concerned in the transaction and whose evidence will be absolutely essential for proving their case may not remain in India or may leave their service, so that, [redacted] if the case is not disposed of within a reasonable period, our clients run the risk of losing the evidence on which their case partly rests.

In these circumstances, we have the honour to request you to be so good as to cause an enquiry to be made into this matter and issue instructions that the officers concerned on behalf of the Government should assist in bringing this matter to a speedy conclusion before the Court at Shimoga.

We have the honour to be,

Sir,

Your most obedient servants,

Encls: Two.
CK/BNS.

In the Court of the District Judge, Shimoga Division,

O.S. No. 2 of 1929-30-

Messrs. William Jacks & Co., ... Plaintiff.

Vs.

Government of Mysore. ... ... Defendant.

The defendant begs to state that as the plaint is not lear on certain points the plaintiff company may be called pon to give information on the points noted below: namely:--

1. What is the date agreed upon between the parties y which the contract should be performed by both the parties. ?

2. When was the contract broken by the defendant and on what particular date did the cause of action for the suit arise. ?

The plaintiff company may also be called upon to produce the correspondence in which the suit contract is said to be contained and which is referred to in the plaint in order to enable the defendant to answer the plaint.

1-10-1929.

(Copy).

IN THE COURT OF THE DISTRICT JUDGE OF SHIMOGA.

Suit No. of 1929.

Messrs. William Jacks & Co., ... Plaintiffs.

-vs-

The Government of Mysore. ... Defendant.

The plaintiffs abovenamed state as follows:-

1. The plaintiffs are a firm of merchants carrying on business at No.20 Second Line Beach Madras. and the partners thereof are J. Gray Buchanan, Esq, Steuart Barry Esq. & R. Rus
The address of the plaintiffs for service of all notices and process is that of their Advocate. Mr. B. NARAYANA MURTHI. Shimoga.

2. The defendant is the Government of Mysore and resides at Bangalore.

3. In or about September 1925, the Conservator of Forests of the defendant Government had under consideration the purchase of a Sentinel Steam Waggon for the transport of timber poles from some of its forests to Shimoga. At the request of the said Conservator of Forests, the plaintiffs representative one Mr.Fulton inspected the roads and bridges over which the proposed transport was intended to be carried out, and on or about the 7th day of September 1925, he made a report on the condition of the roads and bridges and also submitted a tentative estimate of the cost per pole at which the said timber could be transported by the Sentinel Waggon.

4. On the 9th day of September 1925 the said Conservator of Forests wrote to the plaintiffs asking them if it was possible to demonstrate by actual work the practicability of a Sentinel Steam Waggon performing

the work expected of it and of the terms and conditions under which the plaintiffs would undertake such demonstration.

5. On the 13th day of September 1925 the plaintiffs wrote to the said Conservator of Forests and agreed to give a demonstration on the terms and conditions set out in the said letter and on condition that the roads and bridges, culverts and curves were attended to as suggested in the report of their representative Mr. Fulton. Such terms and conditions inter alia were:-

(1) The defendant Government should meet all charges of shipping and/or railing the Tractor to Shimoga;

(2) The defendant Government should meet the 1st and 2nd class travelling expenses of the plaintiffs' technical epresentative and their Mechanic respectively to and from Shimoga to their respective Head Quarters;

(3) On the plaintiffs satisfying the defendant that the Sentinel Steam Waggon could do the work required of it namely to transport a load not exceeding 10 tons consisting of wood poles not longer than 45 feet in length for a distance not exceeding 37 miles in about 12 to 14 working hours, the defendant agree to purchase the Tractor outright together with all tools and accessories usually supplied along with it.

(4) The defendants Forest Department should supply a suitable Trailor which could be conveniently attached to the Tractor for the purpose of demonstration.

(5) In the event of stoppage of the demonstration

dum

due to any weakness of roads, bridges, or culverts etc., or damage thereto, such damage to be repaired by the defendant as expeditiously as possible through its Forest Department or P.W.D. so that the demonstration could be proceeded with as soon as possible.

For the purpose of the said demonstration the --- Tractor and Trailer should make three return trips with the maximum load which the Trailor was capable of carrying but not exceeding 10 tons i.e. 3 trips outward without load and three trips inward with - full load and on completion of these three in the approximate time stated the demonstration to be -- considered as definitely satisfactory and delivery of the Tractor to the Forest Department should be concluded forthwith.

ayment for the Tractor to be made within one - - month from the date of completion of the demonstration.

6. On the 22nd day of September 1928, the Conservator of Forests of the defendant Government wrote to the plaintiffs asking for the probable cost of shipping and/or --- railing the Tractor and of the 1st and 2nd class travelling expenses of the technical representative and the ---- mechanic of the plaintiffs. On the 25th day of September 1928 the plaintiffs wrote to the said Conservator of -- 3 Forests stating that the cost of railing may not be --- more than Rs 400/- and the travelling expenses of the -- technical Representative and the Mechanic may not amount to more than Rs 450/-.

7. On the 7th day of Octo -- asked the Conservator of Forests of the defendant - -

Government

Government if there was any chance of his requiring a demonstration as aforesaid to which the said Conservator of Forests replied on the 14th day of October 1925 stating that he was anxious for a demonstration to take place early as soon as he heard from the Chief Engineer as regards the condition of the road and when it would be ready for the Tractor to pass. By the same letter the said officer asked the plaintiffs to quote their prices for engine and Tractors delivery F.O.R. Shimoga.

8. On the 28th October 1925 the plaintiffs wrote to the said Conservator of Forests stating that the cost of railing the tractor was prohibitive and that the cost of shipping the same from Calcutta to Madras and sending the same from there by rail to Shimoga would be about Rs 800/-. The said figure was based on a steamer freight of Rs 400/- and rail fare from Madras at 15 annas per maund.

9. On the 7th November 1925 the said Conservator of Forests wrote to the plaintiffs asking for the cost of the Tractor said to be available for immediate delivery at Calcutta to which the plaintiffs replied on the 10th November 1925 quoting Rs 14400/- f.o.b. Calcutta for a "Super-Sentinel" Tractor reduction geared and reckoning the total cost of bringing the same to Shimoga at Rs 950/- since the steamer freight had been increased from Rs 400/- to Rs 550/-.

10. On the 16th December 1925 the plaintiffs again asked the said Conservator of Forests if there was a chance of the defendant Government buying the said "Super-Sentinel" Tractor and the said Officer after some correspondence with the plaintiffs office at Calcutta wrote to the plaintiffs at Madras on the 12th March 1926 informing them of his having made arrangements with the plaintiffs Head Office at Calcutta

Calcutta for holding a demonstration on or about the -- 21st March 1926 and stated "I believe you are also aware of the terms under which this demonstration has to be --- carried out" referring thereby to the letter of 12th September 1925.

11. On the 13th March 1926 the plaintiffs wrote to the said Conservator of Forests acknowledging the said letter of 12th March 1926 and informing him of having received a rail receipt from Calcutta for the despatch of the Tractor and of the arrangements the plaintiffs were making to send the same to Shimoga.

12. The said Sentinel Waggon duly arrived in -- Shimoga on or about 24th March 1926 and the plaintiffs also sent their Technical Representative on or about 25th March 1926 to carry out the demonstration.

13. The said Technical Representative on his -- arrival in Shimoga found and reported to the plaintiffs that the recommendations of Mr. Fulton as regards the repairs to the road and bridges had not been completely carried out and on such report the plaintiffs wrote on 6th April 1926 to the said Conservator of Forests giving details of repairs still to be made and asking what -- steps were being taken to place the bridges in sound - condition.

14. On the 9th April 1926 the said Conservator of Forests wrote to the plaintiffs stating that the -- plaintiffs Technical Representative had exaggerated the road difficulty and gave details of the repairs done and proposed to be done to the bridges in the road. The said Officer further informed the plaintiffs that the road would be made fit by the 16th - - April 1926 and the demonstration could thereafter be carried out.

15. Between the 12th April 1926 and 27th April 926 the plaintiffs representative attempted to give a demonstration with an old Trailor supplied by the defend ant Government but owing to the rear axle of the said -- Trailor being bent and the Trailor consequently skidding continuously to the side of the road, it was impossible to carry out the demonstration successfully.

16. On the 27th April 1926 the plaintiffs wrote to the defendants Conservator of Forests pointing out that a fair and proper trial was not given and that th Tractor was capable of doing the work expected of it.

17. On the 26th April 1926 the said Conservator of Forests also wrote to the plaintiffs stating that - the actual capacity of the Tractor could not be demon- strated owing partly to difficulties on account of -- soft nature of the soil and partly to the plaintiffs - Representative exaggerating little difficulties and that if a more willing worker was sent the said ---- Officer personally felt that the Tractor should be -- able to perform what was expected of it.

18. On the 28th April 1926 the plaintiffs wrote o the said Conservator of Forests stating that another echnical Representative, one Mr. Williams would go to Shimoga to examine the Trailor and consider about a -- further demonstration. The said Mr.Williams went to Shimoga on or about the 25th May 1926, he went over the ground with the said Conservator of Forests and also -- examined the trailer. After such examination the said Mr.Williams suggested some improvements to the Trailer to make it suitable for the purpose of demonstration - and reported adversely on the conditions of the road. He however condemned the Trailer as being a useless - - adjunct to the Tractor.

19. Owing to the unsuitability of the Trailer supplied by the defendant, the plaintiffs suggested -- that a new Trailer should be obtained from England as originally advised by Mr. Fulton and thereupon on the 7th June 1926 the defendants Conservator of Forests -- asked the plaintiffs to recommend a suitable Trailer -- answering certain description specially suitable for -- the requirements of the defendants transport purposes.

20. On the 31st July 1926 the plaintiffs wrote to the said Conservator of Forests quoting Rs 5750/- f.o.r. Madras for a trailer to be imported from England, the specification of which they also forwarded to the said Conservator of Forests on the 26th August 1926.

21. On the 11th January 1927 the said Conservator of Forests wrote to the plaintiffs informing them that the defendant had sanctioned the outright purchase of a special Trailer for Rs 5750/- f.o.r. Madras in case the demonstration proved successful and requested the plaintiffs to order for a trailer by cable so as to have a -- demonstration in February or early in March 1927.

22. On the 14th February 1927 the said Conservator of Forests asked the plaintiffs if they had heard from -- their principals in London regarding shipment of the -- trailer and on the 1st March 1927 the plaintiffs advised the said Officer that they received a cable from their London firm that the trailer would be shipped at the end of February.

23. On the 9th May 1927 the plaintiffs advised the said Conservator of Forests of the receipt of the shipping documents for the trailer which was due to arrive at -- Madras on the 22nd May 1927.

24. On the 20th May 1927 the plaintiffs telegraphed to the said Conservator of Forests advising of the arrival

of the steamer carrying the Trailer on the 23rd May 1927 and asking if a demonstration could be arranged during the first week of June.

25. On the 26th May 1927 the said Conservator of Forests wrote to the plaintiffs stating that rains had commenced and that he considered the demonstration could not then be carried out under favourable conditions.

26. On the 30th May 1927 the plaintiffs asked the said Officer when a demonstration could be held with the new trailer and on the 3rd June 1927 the said Officer replied that he would write to the plaintiff in September or early in October as to the probable date of demonstration.

27. On the 24th August 1927 the said Conservator of Forests wrote to the plaintiffs stating that the demonstration might be held on any date after the 25th October 1927 but on the 13th September 1927 he again wrote to the plaintiffs stating that the crossing of the river near the 36th mile was not possible till the end of February following owing to the depth of water.

28. On the 11th January 1928 the plaintiffs wrote and asked the said Conservator of Forests to fix a date in February for the demonstration and to instruct the Engineer to see that the roads were put in proper repairs after the rains and also to see that the bridges were sufficiently strengthened to take the weight of the Tractor and Trailer.

29. On the 20th January 1928 the said Conservator of Forests wrote to the plaintiffs stating that the exact date of the demonstration would be communicated later and on the 19th March 1928 he telegraphed to the plaintiffs fixing the demonstration after 1st April 1928.

1928. The said Conservator of Forests stated further in his letter of the 19th March 1928 that in one or two --- places the bridges were not considered strong enough to - take heavy loads and that temporary deviations had been made which were likely to be washed away by heavy rains and he was therefore anxious that the demonstration -- should take place before the monsoon set in.

30. On the 2nd April 1928 the plaintiffs sent their Representative to Shimoga for the demonstration and on the same day wrote to the Conservator of Forests stating that they were concerned to note that the bridges in one or two places were not considered strong and that there were -- still one or two temporary deviations to be negotiated. They also stated that these deviations gave a little - - trouble in the past and trusted that they had been prepared with a suitable surface.

31. On or about the 6th April 1928 the plaintiffs - - representative inspected the road with the Executive - - Engineer in charge and found that nothing was done by way of repairs to the road since the last attempted demonstration in 1926. The surface the road was in many places - worse than before and the defendants engineer's attention was drawn thereto. The defendants engineer stated that - no further repairs were carried out owing to lack of funds

32. The defendants moreover made 4 diversions to - avoid making new bridges required in Mr.Fulton's report of which only two were passable the incline being the very maximum for a Tractor with full load and the other two - were impossible for any tractor to pass with a load as -- the surface consisted of soft earth.

33. The plaintiffs representative brought these - - defects to the notice of the defendants Conservator of -- Forests as well as the difficulties of crossing at the -

34. On or about 12th April 1928 a demonstration was held and the Tractor ran well even under the adverse conditions aforesaid. The plaintiffs charge that, but for the failure of the defendant to effect the repairs according to Mr.Fulton's report, the demonstration would have been absolutely successful. The Trailer was loaded with 14 poles of 35 feet long but got stuck at the leading site owing to the unsuitability of the site at which the leading was done which was pointed out even before leading. The ground was then packed and the load was reduced to 8 poles and the Trailer was ultimately pulled out. The Tractor then started with a load of 12 poles and when it reached Tirthahalli the Trailer again stuck at Kushavati deviation. The ground was then packed with stone metal and old sleepers and the Trailer was pulled out but again sank after going 3 yards when the process of packing the ground had to be done again. Ultimately the Trailer was pulled out through this deviation after a long delay.

35. The Trailer again stuck at the Gabbadi deviation after running 227 feet through the same though the defendants Officers were warned of the condition of the place a week before. Nothing was done to prepare the surface suitably particularly as the gradien on the rear side was 1 in 9 feet which required a perfec surface for a heavy load to negotiate. When the Trail stuck at the deviation 10 out of 12 poles were unloade and the Tractor pulled the Trailer and thereafter the Tractor ran with the Trailer and reached the destinati The actual running time taken by the Tractor in perfor the said distance between Agumbe to Shimoga in the loa

direct

direction was 11 hours 13 minutes (according to the calculations of the defendants Officer, making certain allowances, 13 hours) which is less than the time stipulated - - under the agreement between the plaintiffs and the - - defendant.

36. The plaintiffs submit that as the defendant failed to perform its part of the contract in carrying out the repairs to the road etc., and thus failed to provide the conditions necessary for a fair trial and as the failure if any, of the demonstration by the plaintiffs was due to the said default on the part of the defendant, the plaintiffs are in law deemed to have performed their portion of the contract and are entitled to require the defendant to pay for the said Tractor and Trailer as if the demonstration had been satisfied.

37. On the 24th April 1928, the plaintiffs called - upon the defendant through the Conservator of Forests to take the Tractor and the Trailer and pay for the same in accordance with the terms of the contract between - the parties and on the 1st May 1928 the said Conservator of Forests wrote to the plaintiffs stating that no further demonstration was called for and the plaintiffs -- should take back the waggon and the Trailer. Thereupon correspondence ensued between the plaintiffs and the -- defendants Conservator of Forests and the defendant - - finally by the letter of its Conservator of Forests - - dated the 8th October 1928 refused to take delivery of the said waggon and the Tractor and failed and neglected to pay the prices therefor.

38. The plaintiffs state that the defendant is - - liable to take delivery of and pay for the same and -- claim in respect thereof the sum of Rs 14400/- and ---- Rs 5750/- being price of the said Tractor and Trailer respectively.

respectively. The plaintiffs state that they have also incurred railway freight for the Tractor and travelling expenses of their Representatives amounting to Rs 2999-3-0 as shown in the statement of account which the defendant is also liable to pay. In the alternative the plaintiffs claim the said amount of - - - Rs 23149-3-0 as compensation for breach of contract committed by the defendant.

39. There is now due and owing by the defendant to the plaintiffs the sum of Rs 23149-3-0.

40. That on or about the 12th day of February 1929 the plaintiffs caused notice of the suit through their solicitors Messrs. King and Partridge, to be served on the Chief Secretary to the defendant Government as required by Section 80 of the Civil Procedure Code.

41. The cause of action for the suit arose at Shimoga where also the defendant resides and on various dates mentioned herein and finally on the 12th April 1928 when the demonstration was held and on the 8th October 1928 when the defendant refused to pay for and take delivery of the Tractor and Trailer.

42. The value of the subject matter of the suit for purposes of Jurisdiction is Rs 23149-3-0 and a Court fee of Rs 1075/- is paid thereon.

43. The plaintiffs therefore pray:-

(a) that this Honourable Court will be pleased to pass a decree against the defendant for - - Rs 23149-3-0 with interest thereon at 6 per cent per annum from date of suit to date of payment;

(b) that the defendant be directed to pay the - - costs of the suit herein; and

(c) for such further or other relief as to this --- Honourable Court may seem meet.

I, Walter Brian ---- the duly constituted --- attorney of the plaintiff company do hereby declare that -- what is stated in paragraphs 1 to 43 above is true to the best of my information which I believe to be true and - - make this declaration in Madras this day of 1929.

(Sd) W.B. Ireland
Plaintiff.

Advocate for plaintiff.

IN THE COURT OF THE DISTRICT JUDGE OF SHIMOGA.

Suit No. of 1929.

Messrs. William Jacks & Co., ... Plaintiffs.

-Vs-

The Government of Mysore. ... Defendant.

List of documents filed with the plaint.

No.	Date.	Parties to the document.	Description of document.

District Court,

Shimoga.

Suit No. of 1929

Messrs. William Jacks & Co.... P

The Government of Mysore... Dft

NO ....
Encl.

From

N. SESHA SASTRI, ESQ., B.A., B.L.,
Public Prosecutor,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department, Bangalore.

Sir,

Re O.S. 2/29-30, District Judge's Court, Shimoga (William Jacks & Co. Vs Government of Mysore.)

In continuation of my letter No. 320 dated 9-4-30 on the abo ubject, I have the honor to state that I have filed the written tatement in the above case yesterday and that the case stands ad- ourned to 25-6-1930 for the plaintiff's reply.

In para 13 of the written statement, the amount due to Govern ent on account of rent due ~~to~~ for stabling the tractor was calculate pto 6-3-1930 on which date the case was for hearing, but since t ritten statement was filed yesterday the rent due from 6-3-1930 pto yesterday had also to be included since otherwise the sam ould be deemed to have been waived. The written statement has herefore been corrected by substituting Rs 4300/- for Rs 3800/- hich was shown as due and the Government is entitled to recover 2448-8-0 instead of Rs ~~2-194-8-0~~ 2194-8-0 as was shown in the tatement. A court fee of Rs 193-12-0 has therefore been paid on he counter-claim. The necessary correction in the copy maintained in your office may be kindly got made.

I have the honor to be,
Sir,
Your most obedient servant,
N. Sesha Sastri
Public Prosecutor, Shimoga Division.

Section LAW

File No. 28-Y

Serial No. 14

No. P 6875

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

To

Messrs King and Par

Solicitors

7 Kondi chetty Stre

Madras.

Date of issue 2/6/30

Signed by.....

Gentlemen,

O. S. 2 of 1929

(William Jacks a

Govt of Mysore

With reference to y/

letter of the 10th April

addressed to the Dewan

Mysore ~~Attorney Gener~~ Gen

& the Offic may be re

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Copied by.....

Examined by.....

to a speedy Conclusion,

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Parliament.

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M/ Legal

& Secy to Govt

Law Depts

Dept

It is open
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presume
if any, to
cause co
matter

Messrs. King and Partridge,
Solicitors, 7 Kondi Chetty Street,
Madras.

Gentlemen,

O.S.2 of 1927-30.(William Jacks & Co.,
Vs. the Government of Mysore).

With reference to your letter of the 10th April 1930 a to the Dewan of Mysore requesting that the officers concerne be instructed to assist in bringing the above mentioned suit in the District Court, Shimoga to a speedy conclusion, I am to state that it is open to the party to make representation any, to the court concerned and not to Government.

I have the honour to be,

Sir,

Your most obedient servan

for Legal Remembrancer &
Secretary to Govt.,
Law Department.

fair copy me

No 429.
Encl.

SHIMOGA,

Dated 28th. June 1930.

From

N. SESHA SASTRI, ESQ., B.A., B.L.,
Public Prosecutor,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department, Bangalore.

Sir,

Re O.S. 2/29-30, District Judge's Court, Shimoga Division.
(William Jacks & Co Vs Government of Mysore.)

In continuation of my letter No. 358 dated 21-5-1930 on the above subject, I have the honor to state that the plaintiff filed his reply on 25-6-1930 and that the case stands adjourned to 15-7-1930 for settlement of issues.

I have the honor to be,
Sir,
Your most obedient servant,
N. Sesha Sastri
Public Prosecutor, Shimoga Division.

No. 42

ffice of the Public Prosecutor,
Shimoga Division,
Shimoga, dated 24th July 1930.

From

N. Sesha Sastri, Esq., B.A., B.L.,
Public Prosecutor,
Shimoga Division.

To

The Secretary to Government
Law Department,
Bangalore.

Sir,

Re: O.S. 2/29-30 District Judge's Court, Shimoga.
(William Jacks & Co., VS Government)
*****

I have the honor to state that issues were framed in the above case on 15-7-1930 and that the case stands adjourned for evidence to 10, 11& 12 -9-1930 for evidence. A certified copy of the issues has been applied for and will be sent to you as soon as ready

I have the honor to be,
Sir,
Your most obedient servant

N.S. Krishna Murthi
For Public Prosecutor,
Shimoga Division

SHIMOGA DIVISION. 51

DATED, SHIMOGA THE 20th August 1930.

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR
SHIMOGA DIVISION.

The Secretary to Government,
Law Department,
BANGALORE.

Re O.S. 2/29-30, District Judge's Court, Shimoga.
(William Jacks & Co Vs Government of Mysore.)
******

I have the honor to state that as required by Rule of the Rules for the Conduct of Legal Affairs of Gove.., I am forwarding herewith a true copy of the issues med in the above suit.

I have the honor to be,
Sir,
Your most obedient servant,
N.S. Krishna murthi.
Asst. Public Prosecutor,
Shimoga Division.

TWO ANNAS

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MYSORE

In the Court of the District Judge

Shimoga District Division

Original Suit No: 2 of 1929-30

Plaintiff- Williams Jacks and Company.

vs.

Defendant- Government-

"Issues"

1. Was there a failure on the part of the Defendant to effect the repairs to the road between Anupumbe and Shimoga as stipulated, and

Was the failure of the demonstration held on or about 12th April 1928 due on that account, or on account of the bad and unfit condition of the Tractor?

Was there a breach of the contract and if so on whose-

whose part — plaintiffs or Defendant

Is the defendant bound to take delivery of the Tractor and the Trailer in spite of the demonstration being unsuccessful, and pay Rupees 14400/- and Rs. 5750/1- respectively for the same?

Are plaintiffs entitled to recover Rupees 2993-3-0 in connection with Costs of demonstration (ie on account of Railway freight for the Tractor and the Travelling Expenses of their representatives) or only to Rs 1851-8-0?

Is the Defendant entitled to recover from plaintiffs rent at the rate of Rs-200- per month for stabling the Tractor and the Trailer and is the said rate reasonable?

TWO ANNAS

MYSORE

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6 Is the Counter-claim of the Defendants for Rupees 2448-8-0 tenable?

7 To what relief are the plaintiffs and the defendants respectively entitled?

(Sd) B R Krishnamachar

District Judge.

Shimoga Division

15th July 1930.

DISTRICT AND SESSIONS COURT SHIMOGA DIVISION.

True Copy

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OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

No. 151.
Encl.

DATED, SHIMOGA THE 10th September 19:

From

N. SESHA SASTRI, ESQ., B. A., B. L.,
PUBLIC PROSECUTOR.
SHIMOGA DIVISION.

To

The Secretary to the Government of Mysore,
Law Department, Bangalore.

Sir,

Re O.S. 3/38-39, District Judge's Court, Shimoga.
(Williba Jacks & Co Vs Government of Mysore.)

I have the honor to state that the above case came on today and the plaintiff had to begin the case. But his important witnesses were said to be in England and the plaintiff's advocate stated that their exact addresses were not known and so it was not possible to move the Court for their examination on commission and prayed for an adjournment being granted for ascertaining their addresses and getting them examined on commission. The case therefore stands adjourned to 20 & 21-11-1938 for evidence.

I have the honor to be,
Sir,
Your most obedient servant,

N. Sesha Sastri

Public Prosecutor,
Shimoga Division.

No. 279.
Encl.

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

DATED, SHIMOGA THE 21st. November 1930.

From

Heard 28-29-15-

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

The Secretary to Government,
Law Department,
BANGALORE.

Sir,

Re O.S. 2/29-30, District Judge's Court, Shimoga.
(William Jacks & Co Vs Government of Mysore.)
****

In continuation of my letter No. 151 dated 10-9-30 on the abo subject, I have the honor to state that as the Judge is engaged i Sessions at Chitaldroog, the case could not go on yesterday. Me while the plaintiff has filed an application under Order XXVI Rul Civil Procedure Code praying for the issue of a commission to exa three witnesses in England. The case is adjourned to 10-12-1930 filing our objections to this application.

I have the honor to be,
Sir,
Your most obedient servant,
N. S. Krishnamurthy
for Public Prosecutor,
Shimoga Division.

Vo. P 3043/Law 28-23/6

27th November 1930

The Public Prosecutor,
S h i m o g a.

With reference to your letter No.279 dated 21st November 1930, ut however not signed by you but by one Mr. N.S.Krishnamurthi, for he Public Prosecutor, Shimoga Division intimating that O.S.2 of -- 929-30 (William Jacks and Co Vs. Government) on the file of the -- istrict Judge, Shimoga is posted to 10th December for filing objec- ions to an application by plaintiff praying for a commission to -- xamine certain witnesses in England, I have the honor to request ou to kindly forward at once a copy of the said application for in- ormation of Government. A draft objection statement, if necessary ay kindly be prepared in time under instructions of the Forest -- epartment and sent here as usual for approval.

I have the honor to be,

Sir,

Your most obedient servant,

For Legal Remembrancer and
Secretary to Government
Law Department.

Appendix F G—1

SUBJECT.....

.....

.....

Section [illegible]

File No. 29/28

Diary No. of letter replied to.....

Serial No. 16

No. P 3043

General and Revenue Secretariat

( )

the 193

To

The Public Prosecutor

~~Nuzvid~~ Shiva

Date of issue 29/11/30.

Sir,

Signed by Mr. N. R. Jayaram Rao

With reference to your letter No: 279 dated 21st Nov^r 1930, but however not sign by you but by one Mr. N.S. Krishnamurti, ~~on~~ for the Public Prosecutor, Shiva Division, intimating that O.S. 20 of 1929-30 (William Ja... ... ... in the file of the District Judge, Shiva is posted to 10th Dec^r, ~~that~~ for filing Objections

List of enclosures.....

Copied by.....

Examined by.....

[over

WD 02559—GPB—25,000—25-6-30

to an application by plaintiff praying
for a commission to examine
certain witnesses in England,
I have the honour to request
you to kindly forward at once
a copy of the said application
for information of Government.
A draft objection statement, if necessary
may be prepared in time under
instructions of the Forest Dept.
and sent here as usual for
approval.

Yours
M
for Legal Adv

2141 93 P 61

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

No. 303
Encl. Two.

DATED, SHIMOGA THE 2nd December 1930.

From

N. SESHA SASTRI, ESQ., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To The Secretary to the Government of His Highness
the Maharaja of Mysore,
Law department,
Bangalore.

Sir,

Subject: O.S 2 of 1929-30 (William Jacks & Co. Vs Government) on the file of the District judge, Shimoga.

With reference to your letter No. P. 3093/Law 28-29-6 dated 27th/29 November 1930, I have the honour to forward herewith a copy of the plaintiffs' application for the issue of a Commission to examine certain witnesses in England as also a copy of the affidavit connected with the same.

As soon as instructions are received from the Conservator of Forests the draft objection Statement will be prepared and sent to you for approval.

As I was absent from the Head quarters on account of Chitaldroog Sessions I have authorised my junior Mr. N. S. Krishna murthy, Pleader to intimate the further progress of the Suit to you. Hence the previous letter was signed by him for me.

I have the honour to be,
Sir,
your most obedient Servant
N. Sesha Sastri
Public Prosecutor

In the Court of the District Judge, Shimoga

original Suit No. 2/29-30

plaintiff :- William Jacks and Co.,

vs

Defendant :- Government of Mysore.

Under order 26, Rule 4 C.P.C.

The plaintiffs states as follows :-

The plaintiffs have filed the above Suit for the recovery from the defendant, of the price of Sentinal Steam waggon and ~~Tractor~~ trailor and have to examine the witnesses named below in order to prove their case. The said witnesses are all residents in England and beyond the jurisdiction of this Hon'ble Court. The plaintiffs therefore pray that a Commission may be issued to examine the said witnesses in London. An affidavit in support of this application is also annexed here-to.

If the Commission is issued in ordinary course to the ~~County~~ Court in the respective places where the witnesses are, it will take a very long time and trouble. The plaintiffs suggest therefore that a Solicitor viz., Mr. G.F.O. Tennant of messers Sanderson Lee & Co, London, who is also a Commis-

Commissioner for oaths for the High Court Madras in England may be appointed commissioner for the purpose.

Name and address of the witnesses to be examined on Commission

I Mr H.M. Fulton,
c/o Miss Fulton
The Sheiling,
67 Fernlie Road,
New lands, Glasgow.

II Mr W.H. Harper,
22 Trevarion Road,
Wadebridge,
Cornwall.

III Mr H.T. Williams,
care Bells Asbestos Compy
Cardiff.

V Venkatasastri
Govt Pleader
21/12/30

In the Court of the Dsstrict judge, Shimoga.

O. S. No. 2 /29-30

plaintiffs William Jacks & Co.,

Vs

Defendant :- Government of Mysore.

I, Walter Brian Ireland residing at Madras make oath and say as follows:-

(1) I am the manager in Madras of the plaintiffs' firm and am well acquainted with the facts of the case.

(2) The plaintiffs have filed the above suit for the recovery from the defendant of the price of Sentinal Steam waggon and Trailor and crave leave to refer to the plaint here in as part and parcel of this affidavit.

(3) The plaintiffs filed the above suit on or about the 22nd day of August 1929 but the written Statement was not filed until 20th may 1930 and adjournments for the written statements were from time to time taken on behalf of the defendant.

(4) The issues framed in the above suit are inter alia as follows:-

(1) Was there a failure of demonstration held

held on or about the 12 April 1920 due
on that account or on account of bad
and unfit condition of the Tractor.

(2) was there a breach of contract and if
so on whose part - plaintiffs or defendants?

(3) Are the plaintiffs entitled to receive
Rs 2993-3-0 in connection with the costs
of demonstration (i.e. on account of Railway
freight for Tractor and travelling expenses
of their representatives) or only Rs 1851-8-0.

5. In order to prove the plaintiffs case the
evidence of Mr. Fulton and Mr. Harper and
Mr. H.T. Williams who conducted the
demonstrations referred to in the
plaint is essential

6. The above-mentioned witnesses were
in India for a considerable time after
the institution of the suit but as they
were not in the employment of the plain-
tiffs firm they could not be kept in
India indefinitely and they returned
to England and their present address is:-

Mr H.M. Fulton,
Iss Fulton,
The Sheiling,
67 Fernlie Road,
Newlands, Glasgow.

Mr W.H. Harper,
22 Trevanion Road
Wadebridge,
Cornwall.

Mrs H. T. Williams,
Care Bells Asbestos Company,
Cardiff.

7. The plaintiffs case depends almost entirely on the evidence of the aforesaid witnesses.

8. It is therefore necessary that a commission should be issued to England to examine the said witnesses for the plaintiffs.

Sworn to at Madras this day of September 1930

"Copy"
Mukundan
for Pleader
2/12/30

Cov 283-67

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

No. ~~303~~ 307.
Encl. 2.

DATED, SHIMOGA THE 5th.December 193 0

From

N. SESHA SASTRI, ESQ., B. A., B.
PUBLIC PROSECUTOR,
SHIMOGA DIVISI

To

The Secretary to Government,
Law Department,
BANGALORE.

Sir,

Re O.S. 2/29-30, District Judge's Court, Shimoga.
(William Jacks & Co Vs Government of Mysore)
****

In continuation of my letter No. 303 dated 2-12-1930, I have the honor to forward herewith the draft of affidavit and application promised in the said letter, for kind approval. The same may be kindly approved and returned to me before the next date of hearing which is 10-12-1930.

I have the honor to be,
Sir,
Your most obedient servant,
N. Sesha Sastri
Public Prosecutor,
Shimoga Division.

Appendix F G–1

SUBJECT.....

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Diary No. of letter replied to.....

Section

File No.

Serial No.

No. 3210

General and Revenue Secretariat

( )

the *192*

To

.....The Public Prosecutor

~~Jaffna~~ Shimoga.

Date of issue 9/12/30

Signed by M. V. Jayaram

Sir,

I have the honour to return herewith duly approved the draft of the objection statement & affidavit to be filed on behalf of govt in O.S. No. of 29-30 (William James Vs Govt) in the Dt Ct Shimoga, due 10/12/30 —

Further progress of the case may be intimated to me without delay —

I have etc

DRC

For over DR

List of enclosures.....

Copied by.....

Examined by.....

WD 0399—GPB—20,000—18-9-28

8th Decr. 1930.

The Public Prosecutor,
Shimoga.

I have the honor to return herewith duly approved the draft of the objection statement and affidavit to be filed on behalf of Government in O.S. 2 of 29-30 (William Jacks Co. Vs.Government) in the District Court, Shimoga, on 10th December 1930.

Further progress of the case may be intimated to me without delay.

I have the honor to be,
Sir,
Your most obedient servant,

For Legal Remembrancer and
Secretary to Govt.Law Deptt.

c.n.

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

No. 334
Encl.

DATED, SHIMOGA THE 11th December 1930.

From

N. SESHA SASTRI, ESQ., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department,
Bangalore.

Sir,

Re: O.S. 2/29-30 District Judges Court, Shimoga.
(William Jacks & Co., Vs Government)

I have the honour to acknowledge receipt of your letter No. P.3240 dated 8-12-30 forwarding the draft objection and affidavit to the plaintiff's application for the examination of witnesses on commission in England duly approved. As the Judge was on casual leave today, the case is adjourned to 19-12-30 on which date the objection statement will be filed.

I have the honour to be,
Sir,
Your most obedient servant,
N. Sesha Sastri

Public Prosecutor,
Shimoga Division.

OFFICE OF THE PUBLIC PROSECUTOR, 71
SHIMOGA DIVISION.

No. 61
Encl.

DATED, SHIMOGA THE 24th. December 1930.

From

N. SESHA SASTRI, ESQ., B. A., B. L.,
PUBLIC PROSECUTOR.
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department,
BANGALORE.

Sir,

Re O.S. 2/29-30, District Judge's Court, Shimoga.
(William Jacks & Co Vs Government of Mysore.)
****

In continuation of my letter No. 334 dated 11-12-1930 on the above subject, I have the honor to state that I have filed objections to the plaintiff's application for the examination of witnesses on commission in England. The case stands adjourned to 5-1-1931 for arguments on this application and to 23/24-2-1931 for evidence.

I have the honor to be,
Sir,
Your most obedient servant,
N. Sesha Sastri
Public Prosecutor,
Shimoga Division.

OFFICE OF THE PUBLIC PROSECUTOR, 72
SHIMOGA DIVISION.

NO. 378.
Encl.

DATED, SHIMOGA THE 8th January 1931.

From

N. SESHA SASTRI, ESQ., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department,
Bangalore.

989 9/1

Sir,

Re: O.S. 2/29-30 District Judge's Court, Shimoga.
(William Jacks & Co. Vs Government.)

In continuation of my letter No. 361 dated 24-12-30 on the above subject, I have the honour to state that arguments on the plaintiff's application for the examination of witnesses on commission in England were heard on 5-1-31 and the court passed orders on 6-1-31 allowing the plaintiff's application with costs and ordering the commission to issue. I have applied for a copy of the order and will send the same to you as soon as ready

I have the honour to be,
Sir,
Your most obedient servant,
N. Sesha Sastri
Public Prosecutor,
Shimoga Division.

OFFICE OF THE PUBLIC PROSECUTOR
SHIMOGA DIVISION.

No. 433.
Encl. Nil

DATED. SHIMOGA THE 1st February 1931.

From

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR.
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department,
Bangalore

Sir,

With reference to your letter No. P4583/law dated 30/31-1-31 I have the honour to forward herewith a certified copy of the order passed in the application for the examination of certain witnesses on commission in England in O.S. 2/29-30 on the file of the District Judge, Shimoga. (William Jacks & Co., Vs Government)

I have the honour to be,
Sir,
Your most obedient servant,
N. Sesha Sastri
Public Prosecutor,
Shimoga Division.

TWO ANNAS

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MYSORE

In the Court of the District Judge

Shimoga Division

Dated the 6th day of January 1931.

Present:- B.R. Krishnamachar Esqr. B.A.L.

District Judge

Application serial number II in

original Suit No. 2 of 1929-1930.

Petitioner (Plaintiff) } Messrs William Jacks and Company, by their Constituted attorney Mr. W.B. Ireland, Madras.

Opponent (Defendant) } The Government of Mysore.

Preamble:-

1. This is an application uns. order XXVI Rule 5 Civil Procedure Code fil by Mr. B. Narayana murthi Advocate for the plaintiffs on 18th October 19: praying for the issue of a Commissio

6

TWO ANNAS
MYSORE
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to examine three witnesses of the plaintiffs who are said to be residing in England and also suggesting that a Solicitor, viz; Mr. G. F. D. Tennant of messrs Sanderson Lee & Gordon who is also a Commissioner for oaths for the High Court of Madras in England may be appointed Commissioner for the purpose

2 — The opponent-defendants files his objection statement on 23rd December 1930.

3 — This petition coming on for disposal on 5th January 1931 and after hearing the arguments of Messrs. B. Narayanamurthi, Advocate for the petitioner and M. Seshasastri Government-pleader for the opponents, the Court

TWO ANNAS
GOVT OF MYSORE
ಎರಡು ಆಣೆ 2/6

Court pronounced the following :-

order :- Re. serial No. II Applica

This is an application under ord XXVI Rule 5 Civil Procedure Code for th issue of a Commission to examine three of plaintiffs witnesses who are now residing in England and who are not now under plaintiffs control It is alleged in the affidavit filed in support of the applic -tion that plaintiff's case depends almost entirely on the evidence of these witnesses as they conducted the demonstrations referred to in the plaint. The Government pleader opposes the application. He relies on 89 I.C. 9 (at pp 11 and 12), 73 I C 391 (at page 393) and 12 A I C 334.

TWO ANNAS
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MYSORE

and contended that the issue of Commission was a matter of judicial discretion and not a matter of statutory right; and that as the 3 witnesses proposed to be examined on Commission are alleged to be most essential to prove the plaintiff Case, their examination before the trying Court would be more satisfactory. The law on the point is very lucidly stated in I.L.R. 46 Madras 574 at 577:—

'Balance of authority is in favour of the view (1) or similarly, in the case of a witness not under the control of the party asking for the Commission who resides beyond the limits fixed under order XVI Rule 19 (b) Civil Procedure Co

a Commission should issue as a matter of right, unless the Court is satisfied that a party is merely abusing its authority to issue process; and (2) that it is not for the Court to decide whether the party will be benefitted thereby or not; that is a matter entirely for the party".

In the present case, there is no allegation on the other side that plaintiff was attempting to abuse the Court's power of issuing process. The witnesses for whom a Commission is asked are residing outside the Mysore State. They are not under plaintiff's employ or control now. And the issues

TWO ANNAS
GOVERNMENT OF MYSORE
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evidence is said to be very necessary to prove the plaintiff's Case. Under these circumstances, I am of opinion that I am bound to issue the Commission asked for, and I do hereby order that a Commission be sent to Solicitor Mr G. J. D. Tennant of Messrs Sander Son Lee and Co, London, to examine the following witnesses on open Commission — Mr. H M Fulton;
Mr. W. H Harper;
and Mr. H. J. Williams.

Commission Charges should be deposited by the end of this month. Four months' time is given for return of the warrant.

The defendant must pay

TWO ANNAS
GOVERNMENT OF MYSORE
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pay the plaintiff's Costs of this application (Advocate's fee Rs. 7 only).

Pronounced in open Court.

(Signed) B. R Krishnamachar
6-1-1931. District Judge, Shimoga Dn.

Memorandum of Costs incurred in O.S. No. 2 of 1929-30. ——— Serial No. II application.

	By the plaintiff (Petitioners) Rs. As. Ps.	By the Defendant (Opponent) Rs. As. Ps.
Court fee on memo of appeal		
Do - application	0 - 12 - 0	0 - 0 - 0
Do - power of attorney	- - - -	- - -
Do - processes	0 - 10 - 0	0 - 0 - 0
Do - Copies of decree and judgment	- - -	- - -
Advocate's fee	7 - 0 - 0	7 - 0 - 0
Total Rupees -	8 - 6 - 0	7 - 0 - 0

Amount payable by the Defendant (opponent) to plaintiff (petitioner) is Rupees 8 - 6 - 0 (Sd) B R Krishnamachar
(Seal) District Judge
Shimoga Dn.

"True Copy"
Nadeer Khan
Asst Record Keep

pplied for the	Applicant told to ~~appear on the~~ produce Sheets	Applicant appeared on the	Copying stopped for want of copying sheets on the	Additional copying ~~sheets~~ supplied on the
7/1/31	on 10/1/31 13/1/31 on 22/1/31 and ~~Sheets~~ 26/1/31	Sheets supplied on 13/1/31 26-1-31	Old Case not ready to reconcile Copy on 30/1/31	Case are ready Copy on 31/1/31

Copy ready on the	Copy delivered on the	Copied by	Examined by
30/1/31	31/1/31	S. Siddharao	

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 18th February 1931.

No.

From

e Secretary to the Government of His Highness the Maharaja of Mysore,
Law Department.

To

The Public Prosecutor,

S h i m o g a.

Sir,

O.S. 2 of 29-30 (William Jacks and Co Vs.Govt)
District Court, Shimoga.

With reference to your letter No. 433 dated 1st February 1931 in the above case, I am to state that the Trade Commissioner of Mysore in London ~~has been by this mail~~ will be requested to engage a counsel in London for the cross examination of the three witnesses whose examination on commission is sanctioned by the Court. The records of the case and copies of the pleadings applications etc. with a detailed note of instructions for the cross examination of the said witnesses on all the points involved in the issues may kindly be sent immediately so that the same may be forwarded to the Trade Commissioner next week.

I have the honor to be,

Sir,

Your most obedient servant,

For Legal Remembrancer and
Secy. to Govt.Law Deptt.

Appendix F G—1

SUBJECT.

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 193

Date of issue 28/2/31

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

P.T.I. Section

File No.

Serial No.

No. 5139

To

The Public Prosecutor

Shimoga.

O.S. 2 of 29-30

(William Jacot-co vs

D—r, Shimoga

Sir,

With reference to my letter No: 633 dated 1/31 1931 in the above case, am to state that the Trade Com^r of Mysore in London has been by mail requested to engage a Counsel in London for

WD02327—GPB—5,000—15-4-30

the three witnesses

~~were ex'n on Commission~~ is

instructed by the Court -

: Records of the case, ~~with~~ and

files of ~~all~~ the pleadings

plications etc with a

tailed note of instructions

The cross exam'n of the ~~witnesses~~ on all the points

if witnesses may kindly involved in the cases

sent immediately so

all the same may forwarded

the I.C next week.

Thanking

Yours

Legally

4261 8:

OFFICE OF THE PUBLIC PROSE
SHIMOGA DIVISION.

No. 486.
Encl.

DATED. SHIMOGA THE 5th March

From

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR.
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department,
Bangalore.

Sir,

Re: O.S. 2/29-30 District Judge's Court, Shimoga.
(William Jacks & Co., Vs Government)

With reference to your letter no. P.5139/Law dated 18-2-31 on the above subject, I have the honour to state that the case was for hearing on 23-2-31. The plaintiff has filed a list of documents to be sent to the Commissioner and I have also to file a list of documents that we require to be sent for the purposes of cross-examination. The copies of pleadings and other necessary papers are being prepared. The case is adjourned to 19-3-31 for depositing the commissioner's fee and postal charges and also for our filing the memo stating what documents have to be sent to the commissioner.

The copies of pleadings etc., and the memo of instruction for cross-examining the witness, called for in the letter under reference will be sent from here before the next date of hearing.

I have the honour to be,
Sir,
Your most obedient servant,

N. Seshasastri

Public Prosecutor,
Shimoga Division.

P.O.

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION. 86

No. 546.
Encl.

DATED. SHIMOGA THE 28th March 1931

Camp Chikmagalur
29. 3. 31

From

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To The Secretary to Government,
Law Department,
Bangalore.

Sir,

Re: O.S. 2/29-30 District Judge's Court, Shimoga.
(William Jacks & Co., Vs Government)

In continuation of my letter No. 486 dated 5-3-31 on the above subject, I have the honour to state that the commissioner's fee and postal charges were not deposited in court on the 19th instant by the plaintiff and further time was prayed for this purpose and granted. The case is therefore adjourned to 2-6-31 for this purpose.

I have filed a list of documents that will have to be sent by the court for the cross-examination of the witnesses in England.

Copies of these documents and other necessary papers are being typed and will be sent along with the memo of instructions for cross-examination of witnesses in the course of 3 or 4 days.

I have the honour to be,
Sir,
Your most obedient servant,
N. Seshasastri
Public Prosecutor,
Shimoga Division.

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION. 8

No. 556.
Encl. one

DATED. SHIMOGA THE 4th April 193

4744

From

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To

The Secretary to Government,
Law Department,
Bangalore.

Sir,

Re: O.S.2/29-30, District Judge's Court, Shimoga.
(William Jacks & Co., Vs Government)

In continuation of my letter No. 546 dated 28-3-31 on the above subject and with reference to your letter No.P.6071/Law dated 26-3-31, I have the honour to forward herewith the documents as per list enclosed.

Full material for the cross-examination of the witnesses available in the copies of documents herewith forwarded.

I have the honour to be,
Sir,
Your most obedient servant,
N. N. Shastri
Public Prosecutor,
Shimoga Division.

LIST OF DOCUMENTS SENT WITH LETTER No. 656 DATED 4th APRIL 1931.

88

1. Copy of plaint
2. Copy of written statement
3. Copy of reply , 3(a) Copy of issues.
4. Copy of plaintiff's application for examining witnesses on commission.
5. Copy of the order on this application.
6. Mr. Fulton's letter dated 8-9-25.
7. Mr. Fulton's report.
8. Plaintiff's letter dated 12-9-25.
9. Mr. Revanna's note on the sentinel tractor demonstration.
10. Conservator's letter dated 8-10-28 to the plaintiff.
11. Notice issued by the Government Advocate to the plaintiffs
12. Plaintiff's letter dated 25-9-25.
13. Plaintiff's letter dated 28-10-25.
14. Plaintiff's letter dated 16-11-25.
15. Telegram to plaintiffs dated 31-3-26.
16. Plaintiff's letter dated 6-4-1926.
17. Plaintiff's letter dated 12-4-26.
18. Plaintiff's letter dated 26-4-26.
19. Plaintiff's letter dated 27-4-26.
20. Plaintiff's letter dated 28-4-26.
21. Plaintiff's letter dated 21-5-26.
22. Plaintiff's letter dated 27-5-26.
23. Conservator's letter dated 7-6-26.
24. Plaintiff's letter dated 9-6-26.
25. Conservator's letter No. 12739 dated 12-6-26.
26. Plaintiff's letter dated 17-6-26.
27. Plaintiff's letter dated 31-7-26.
28. Plaintiff's letter dated 26-8-26.
29. Plaintiff's letter dated 29-10-26.
30. Conservator's letter No. D. 969/26
31. Plaintiff's letter dated 15-1-27.
32. Conservator's Letter No.D. 969/26 dated 26-5-29.
33. Plaintiff's letter dated 25-5-27.
34. Plaintiff's letter dated 11-1-28.

35. Letter No. 1581 dated 17-4-28 from District Forest Officer Shimoga to Conservator of forests.

36. Mr. Harper's letter dated 17-4-28.

37. Plaintiff's letter dated 24-4-28.

38. Report of the plaintiff's representative on the tractor demonstration.

39. Plaintiff's letter dated 5-5-28.

40. Plaintiff's letter dated 19-5-28 and enclosure.

41. Plaintiff's letter dated 27-7-28.

42. Conservator's letter No. D2-262-27 dated 6-8-28.

43. Plaintiff's letter dated 17-8-28.

44. Letter No. 8397 dated 2-3-26 from the conservator of fores

45. Letter No. 8821 dated 12-3-26, from the conservator of for

46. Letter No.C.388 dated 8-4-26 from the conservator of fores

47. Mr. Mascarenhas's letter dated 24-4-26.

48. Harper's telegram dated 15-4-28.

49. Conservator's telegram dated 19-3-28.

50. Conservator's letter No. D2-262-27 dated 1-5-28.

51. Conservator's letter No. D2-262-27 dated 13-9-27.

52. Conservator's letter No. D, 969/27-28 dated 26-5-27.

53. Conservator's letter No. 969/27-28 dated 2-6-27.

54. Conservator's letter No. D2-262-27 dated 24-8-27.

55. Conservator's letter No. 7140 dated 28-1-26.

56. Conservator's letter No. 7331 dated 3-2-26.

57. Conservator's telegram dated 1-3-26.

58. Conservator's letter No. 3226 dated 14-10-26.

59. Conservator's letter No. C. 314 dated 7-11-25.

60. Conservator's letter No.C. 344 dated 9-1-26.

61. Conservator's letter No. 2437 dated 9-9-25.

62. Conservator's letter No. 2747 dated 21-9-25.

63. Conservator's letter No. 8941 dated 13-3-26.

64. Conservator's letter No. D.969/26-27 dated 4-1-27.

65. Conservator's letter No. D. 969/26-27 dated 19-2-27.

66. Plaintiff's telegram dated 22-3-26.

67. Plaintiff's letter dated 15-10-25.

68. Plaintiff's letter dated 2-4-28.

69. Memo of instructions by Mr. Seshagiri P Pr - Shimoga

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION,

No. Camp A
Encl. one

Camp Chitaldroog
DATED XXXXXXXX THE 14th April 193

From

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To

The Law Secretary to the Government of Mysore,

Bangalore.

Sir,

Re:- O.S. 2 of 1929-30 District Judge's Court, Shimoga.
(William Jacks & Co. VS. Government.)

I have the honour to enclose herein the promised note ~~about~~ about the case mentioned above and to state that from the very nature of things it is not possible to prepare an exhaustive - note to enable Counsel to effectually cross-examine the witnesses in England. I have however indicated in the note the main points that may be elicited in cross-examination of the said witnesses and referred to the documents which will furnish - material for examination. An attempt will be made on behalf of the plaintiff to attribute failure of demonstration to the alleged bad condition of the Road but a careful study of the documents already sent will, I am confident, enable Counsel to extract admissions from the witnesses themselves that the Government is not responsible for the failure.

I have the honour to be,

Sir,

Your most obedient servant,

N. Sesha Sastri

Public Prosecutor,
Shimoga Division.

Section

File No.

Serial No.

No. 6523

Diary No. of letter replied to.....

General and Revenue Secretariat

(

the *193*

To

The PPr. Shimoga

Sir,

Date of issue 7/4/31

Signed by Mr NRJ

In acknowledging the receipt of the document as per list enclosed with your letter no 556 dated 4th April 1931, I am directed to request you to forward at once the memo of instructions promised in your letter no 486 dated 5th March 1931

I have etc

List of enclosures.....

Copied by.....

Examined by.....

TSD 7/4

for S.R.

74

[over

WD 02559—GPB—25,000—25-6-30

1. Copy of plaint.

2. do of written statement.

3. do of reply

3 (a) copy of issues.

4. do of plaintiffs application for examining witnesses on commission.

5. copy of the order on this application.

6. Mr.Fulton's letter dated 8-9-25.

7. Mr.Fulton's report.

8. Plaintiff's letter dated 12-9-25.

9. Mr.Revanna's note on the sentinal tractor demonstration.

.0. Conservator's letter dated 8-10-28 to the plaintiff.

.1. Notice issued by the Govt.Advocate to the Plaintiff's

12. Plaintiff's letter dated 25-9-25.

13. do. letter dated 28-10-25.

14. do. letter dated 16-11-25.

15. Telegram to Plaintiff's dated 31-3-26.

16. Plaintiff's letter dated 6-4-26

17. do 12-4-26

18. do 26-4-26

19. do. 27-4-26

20. do 28-4-26

21. do 21-5-26

22. do 27-5-26

23. Conservator's 27-6-26

24. Plaintiff's 9-6-26

25 Conservator's 12-6-26 No. 12739

26. Plaintiff's 17-6-26

27. do. 31-7-26

28. do. 26-8-26

29. do. 29-10-26

30. Conservator's 4-1-27 No.D.969 by 26-27

31. Plaintiff's 15-1-27

32. Conservator's letter 26-5-29 No. D.969 by 26

33. Plaintiff's 25-5-27

34 Plaintiff's letter dated 11-1-2

35 Letter No.1581 dated 17-4-28 from the Dy.Ft.Officer,Shimoga to Consr of Forests.

36 Mr.Horfer's letter dated 17-4-28.

37 Plaintiff's letter dated 24-4-28.

38.Report of the Plaintiff's representative on the tractor demonstratio

39.Plaintiff's letter dated 5-5-28.

40. do 19-5-28 and enclosure.

41 Plaintiff's 27-7-28

42 Conservator's 6-8-1928 No.D2 262 by 27

43 Plaintiff's letter dated 17-8-1928

44 Letter No.8397 dated 2-3-26 from the Conservator of Forests.

45 Letter No.8-8-21 dated 12-3-26 do.

46 Letter No.C.388 dated 8-4-26 do.

47 Mr.Maskernas letter dated 24-4-26

48 Harbor telegram dated 15-4-28.

49 Conservator's telegram dated 19-3-28

50 Conservator's letter No. D2 by - 262-27 dated 1-5-28

51. do. do 13-9-27

52 do. do 969 by 27-28 26-5-27

53 do do 2-6-27.

54 do D2 - 262-27 24-8-27.

55 do 7140 28-1-26.

57 do telegram 1-3-26

58 do letter 3226 14-10-26

59 do C.314 7-4-25

60 do C.344 9-1-26

61 do 2437 9-9-25

62 do 2747 21-9-25

63 do 8941 13-3-26

64 do 969 by 26-27 4-1-27

65 do do 19-2-27

66 Plaintiff's telegram 22-3-26

67 do letter 15-10-25

68 do 2-4-28

69 Memo of instructions by Mr Sesha Sastri Public Prosecutor Shimo

F. R. S. 111—31

ROUTINE NOTES.

To be used only for notes, requisitions, etc., not intended for permanent record.

4710 830

OFFICE OF THE PUBLIC PROSECUTOR,
SHIMOGA DIVISION, 94

No. Camp B
Encl. nil

DATED SHIMOGA THE 15. 4. 1931.
Campchitaldrug

From

N. SESHA SASTRI, Esq., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To

The Secretary
Law department
Bangalore

Sir,

With reference to your letter No. J 6624/Law dated 13.4.31 I have the honor to state that I posted the requisite memo of instructions to you yesterday from this camp.

I have the honor to be,
Sir,
Your most obedient servant
N. Sesha Sastri
Public Prosecutor
Shimoga Division

N. B.—Should routine notes be written on small sl ps the notes must be cipoed, or slips pasted on this form

The Connected file is under cm
This will be kept in the fi
after perusal
The letter to The Trade to-day
Cov has to issue
TSD 28/4 alone it
delayed by a week
Please bring it

To B.T.K. 209 RA

~~The~~ Trade Commissioner of Mysore in London.

Sir,

Messrs William Jacks and Co of Madras have filed a suit O.S. 2 of 29-30 on the file of the District Judge Shimoga against Government for recovery of Rs. 23,149-3-0 for damages due to an alleged breach of contract to purchase a trailer by the Forest Department.

They have obtained orders from the Court for ~~cross~~ examination on commission, of the marginally noted three witnesses. Mr. G.F.D. Tenant of Messrs Sanderson Lee and Co, Solicitors London has been appointed as Commissioner.

I am directed to forward herewith the entire records of the case together with a Memo of instructions prepared by the ~~Government pleader~~ Pub: Prosr Shimoga who is conducting the case here, and to request you to engage a competent Counsel on behalf of Government to conduct the cross examination of the said witnesses and report the same to Government in due course. The amount of fee to be paid to the Counsel may also be intimated.

I have etc.,

Law Secy. to Govt.

TSP

16/4

C.H.

* Mr. H.M.Fulton, care of Miss Fulton, The Sheiling, 67 Fernile Road, Newlands, Glasgow.

Mr. W.H.Harper, 22 Trevanion Road, Wadebridge Cornwall.

Mr. H.T.Williams, care of s Asbestos Company, iff.

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 193

Date of issue.....

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

Section

File No.

Serial No.

No.

To

The Trade Comr of mysore

in London

Sir,

Messrs William Jacks

Co of Madras have filed

a suit O.S. 2 of 29-30 a.

the file of the District Judge

Shimoga, against Governme

for recovery of Rs 23149-3-0

for damages due to an

alleged breach of contract

to purchase a trailer by

the Forest Department.

They have obtained orders

over

from the Court for examination or
mission
of the marginally noted three
witnesses now residing in
London. Mr E. T. D. Seaman
of messrs Sanderson Lee & Co
~~London~~, Solicitors, London, has
been appointed as Commissioner.
I am directed to request you
to engage a Counsel on behalf
of Government to conduct the
Cross examination of the said
witnesses ~~and report~~ & report the same to Govt by cable.
~~the terms on which~~
the views of the case
with necessary instructions
~~in~~ will be sent to you in
due course. ~~In the meantime~~

~~the~~

I have etc

Registrar

1) Mr. H. M. Zulta
2) " W. H. Harp
3) " H. T. Wil

P. M'

Dorp
11.2

MYSORE FOREST DEPARTMENT. 4

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE.

NO.D. 2-262/27.
Encl.1

Dated, Bangalore, 7th May *1931.*

14

FROM

B. V. RAMIENGAR, ESQ., B.A.,
Chief Conservator of Forests in Mysore,
Bangalore.

GENERAL MISCELLANEOUS BR 7160

To.

R.Ranga Rao, Esquire, B.A., B.L.,
General Secretary to the Government
of Mysore, Bangalore.

RB 5131 - 14 Rm

Sir,

I have thehonour to enclose a copy of letter dated 30th April 1931 received from Messrs. King and Partridge solicitors to Messrs. William Jacks & Co., Madras, enquiring if there is no way to settle the suit pending on the file of the District Judge, Shimoga for the information of Government and to reques you to kindly obtain the orders of Government if a discussion can be held with a view to ~~if~~ settlement and if so, the Public Prosecutor, Shimoga, who is conducting the case will be asked to be present with the Conservator of Forests, Shimoga and myself during the discussion at Bangalore on a date which will be fixed by me.

I have thehonour to be,

Sir,

Your most obedient servant,

B.V. Ramiengar

Chief Conservator of Forests.

RG/

This may perhaps be sent to the Forest Branch

25

L.R

King and Partridge, Solicitors, Notaries Etc.,
Chetty Street, Madras, to the Chief Conservator of Forests in Mysore. 98

without prejudice

******

William Jacks & Co. V Mysore Government.

We have been asked by our clients Messrs. William Jacks & Co., if there is no way to settle the above suit and if it is necessary that they should proceed with the suit against the Mysore Government to enforce their rights with the attendant inconvenience and expense to both the parties.

It seems to us that if a reasonable settlement co be arranged, it would be in the interest not only of our clients but also of the Mysore Government that the matter should be discussed with a view to such settlement.

We have therefore to request that you will be goo enough to let us know if the Government is disposed towar a settlement and if so, will you kindly make an appointm when we will call and see you for discussing the matter.

******

Y

Chief Conservator of Forests.

ev

Section

File No.

Serial No.

No.

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *192*

To

The Chief Conservator of F

Date of issue..... 16/7

Sir,

Signed by ..... Mr N M

With reference to your letter no D 2-262/27 dated 14th May 1931 regarding the proposed settlement of the suit filed by Messrs Willio Jackson & Co, Madras, agai Govt and pending on the file of the District Judge, Shimoga, I am directed to state that Government have no objection to your having a discussion ~~in~~ in th

List of enclosures.....

Copied by.....

Examined by.....

over

WD 0399—GPR—20,000 18.9.28

ettere with the Company, but
at you have to necessarily
Assume a non-committal
Attitude and require the other
ide to propose their terms
r the Consideration of Govt."
Government have to be
ept informed at all stages
the negotiations.

I have etc

D/-

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

TRADE COMMISSIONER FOR MYSORE IN LONDON.

Telephone:
GERRARD 4412

Telegrams:
MYSOF, WESTRAND, LONDON.

**GRAND BUILDINGS,
TRAFALGAR SQUARE,
LONDON, W**

11th June, 1931.

The Secretary to Government of
H.H. the Maharaja of Mysore,
Law Department,
General and Revenue Secretariat,
BANGALORE.

Dear Sir,

I have for acknowledgment your letter No.B.6819-Records-Law, dated the 22nd April. I would point out that this letter reached me only yesterday, i.e., seven weeks after the date on which it was written. This is no doubt due to the fact that it not only missed the mail of the 22nd April, but was also sent by parcel post.

Mr. B.T. Kesavaiengar, the Trade Commissioner for Mysore, is on a tour on the Continent, and will not be back in England until next week.

On receipt of your letter I at once got into communication with Mr. G.F.D. Tennant whom you say has been appointed as Commissioner. I gathered from Mr. Tennant that he had received information to the effect that the case had been withdrawn. In order, therefore, to avoid unnecessary expense in putting the matter in the hands of a competent Counsel, I propose to wait a few days in the hopes that I shall have further instruction from you, by which time also Mr. B.T. Kesavaiengar will be back in London.

Yours faithfully,

Trade Commissioner for
Mysore in London

D. O

MR. B. V. RAMIENGAR, B.A.
IEF CONSERVATOR.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, ...2nd.....July.....193 1

GENERAL SECRETARY.
3 JULY 1931
No. 74

Dear Mr. Ranga Rao,

Adverting to your letter No. G.7651 dated the 1st June 1931 permitting me to discuss with Messrs. King & Partridge, Solicitors, Madras, in regard to the civil suit launched by them on behalf of Messrs. William Jacks & Co., Madras, I write to say that for such a meeting it is necessary to have the Conservator of Forests, Shimoga Circle and the Public Prosecutor, Shimoga and the Government Advocate, who is in charge of the defence at the Meeting. Mr. Machaya informs me that the Public Prosecutor is new to his work and his presence would not be of much use. I wrote to the Government Advocate if it would be convenient for him to attend the meeting; but he thinks that under the rules it is not permissible for him to attend a meeting of the kind proposed to be convened. It would be desirable if the Government Advocate is present at the Meeting and I think there ought to be no objection since he is entrusted with the powers of the Legal Remembrancer.

I should be obliged if you can obtain orders of Government to permit the Government Advocate to be present at the Meeting with the Solicitors of Madras.

Since the solicitors are anxious to have the meeting before the 12th instant on which date the case is to be heard at Shimoga, I would request you to communicate to

to me the orders of Government early.

Yours sincerely,

W. Ramsay

this was
be passed
The Agents
in ? H^ch office
are Mr Gabriel,

(15.3.21

(D.N.D
6040
A)

The file, relating to
suit filed by Messrs William
Ross against Govt in the
insolvency, which was sent
the member yesterday. If orders
are been passed, I shall be obliged
your sending the file per bearer.

Yours

3/7/21

Gabriel Esq

Our register
does not show having received
this file. Evidently it must have
gone to the Dewan according
to revised portfolios.

E.H. 3/7

OFFICE OF THE PUBLIC PROSECUTOR, 106
SHIMOGA DIVISION.

No. C
Encl.

DATED, SHIMOGA THE 5th July 1931.

From

B. Krishnarao
~~N. SESHA SASTRI~~, ESQ., B. A., B. L.,
PUBLIC PROSECUTOR.
SHIMOGA DIVISION.

To

The Chief Secretary to the
Govt. of H. H. The
(Law Section)
Bangalore.

Subject. - O.S. 2/29-30. District Judges Court Shimoga.
(William Jackson & Co. Vs Govt.)
about Sentinel tractor

Sir,

1) The Conservator of forests Shimoga in his No. 9. 18-514-29 of 23rd May 31 forwarded to me a copy of the letter of 30th April 1931 from Messers King and Partridge Solicitors of Madras to the Chief Secretary to the govt. Seeking Sanction of the govt. for holding a discussion with the Company's Solicitors at Bangalore with a view to Settlement in the presence of Conservator of forests and the public prosecutor of Shimoga Later on the chief Conservator of forests wrote to me in his letter No. D2 262-29 of 15/16th June 31 that the govt has approved in their order No. Cr 7651 of 1st June 931 the proposal of Messers King and Partridge Solicitor for discussion with a view to Settlement and asked me if I could attend a meeting proposed to be held by him at Shimoga on the 4th June.

2) In reply to this, I wrote to him back in my Camp No. F of 21-6-31

in the event of any change of date that I might be previously informed of the same

3) But I received from the Conservator of forests Shimoga enclosing therein a Copy of Memo No $\frac{8}{1}$ - 262-29 of 22nd June received by him from the chief Conservator of fores and also a Copy of the letter of 20th June addre to the govt. Advocate and requesting me to return immediately - the entire file of records Connected with the above suit for being forwarded to the govt: In Compliance of this requisition, I sent the origin file of Govt records to the Conservator of forests Shimoga with my letter no. 2 of 1st July 1931. Sin after this, the Conservator has written to me once again in his no. F. 18- 5 14 - 29 of 4th July 193 asking me to send him Copies of all letters pleadings and the rest of the file and in pursuance thereof I have sent to him the entire records of the Case without any being left with me.

4) The Conservator of forests Shi has written me in his letter of 1st July to obt a distant date from the next hearing date viz 7th instant and I am pleading his request before the Court.

5) But I am now left in doubt as to who is to Conduct the Case wheth the govt. Advocate or myself and also as to whic

no officer of the govt. whether the govt Advocate or myself is authorised by the govt. to be present at the meeting or meetings proposed to be held for the purpose of discussion with a view to settlement. The Chief Conservator of Forests has in his letter addressed both to me and to the govt. Advocate referred to the same govt. order passed in their letter No. G. 651 of 1st June 1931, and has referred to meetings to be held at Bangalore and Shimoga on 4th July.

6) I solicit clear instructions from the govt. in the matter.

I have the honour to be
Sir
Your most obedient Servant
B. Krishna Rao
Public Prosecutor
Shimoga division.

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. D 22

General and Revenue Secretariat

( )

the *193*

To

The Chief Conservator of
in Mysore,
Bangalore

Date of issue.....

Signed by.....

Sir,

With reference to your D.O. letter No: D2-262-29 of the 2nd instant regarding the civil suit filed by messrs. William Jacks & Co, Madras against the Government in the District Court, Shimoga I am directed to request you to arrange for the meeting at Bangalore, getting the Conservator and

the Public Prosecutor, Shimoga,
if necessary. The Government
Advocate may also be requested
to be present during the
discussions and advice you
in the matter

I have etc

sd/-
Chief Secy

223 to 225

Copy of the above is forwarded
with compts to the Govt Advocate
for Shimoga

sd/-
D/

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE,

No. General and Revenue Secretariat,

Dated, Bangalore, 7th July 1931.

FROM

The Chief Secretary to the Government
of His Highness the Maharaja of Mysore,
Bangalore.

TO

The Chief Conservator of Forests in Mysore,
Bangalore.

SIR,

With reference to your D.O.letter No.D2-262-29 of the 2nd instant regarding the Civil suit filed by Messrs.William Jacks & Co., Madras, against the Government in the District Court, Shimoga, I am directed to request you to arrange for the meeting at Bangalore, getting the Conservator and the Public Prosecutor, Shimoga, if necessary. The Government Advocate may also be requested to be present during the discussions and advise you in the matter.

I have the honor to be,
Sir,
Your most obedient servant,

for Chief Secretary to Government.

MYSORE FOREST DEPARTMENT.

IN REPLY REFER TO
No. 02-262-27
ENCLO. one

TEL. ADDRESS
"CHIEFCON."

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE,

Bangalore, 18th July 1931.

FROM

B. V. RAMIENGAR, ESQ., B.A.,
Chief Conservator of Forests
in Mysore, Bangalore.

To

N.Madhava Rao, Esq., B.A. B.L.,
Chief Secretary to the Government
of H. H. the Maharaja of Mysore,
Bangalore.

Sir,

With reference to Govt letter No. C.7651 dated the 1st June 1931, received from the Law Department, regarding the settlement of the suit filed by Messrs. William Jacks & Co., Madras, against Government, I have the honour to submit herewith a copy of letter No D.O.5 of even date, addressed to Messrs. King & Partridge, Solicit Madras, for the kind information of Government.

I have the honour to be,
Sir,
Your most obedient servant,

B. V. Ramiengar

Chief Conservator of Fores

SS-18-7

MR. B. V. RAMIENGAR, B.A.
CHIEF CONSERVATOR.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

WITHOUT PREJUDICE.

Bangalore, ...17th....July.....1931.

Messrs. King & Partridge,

Solicitors, Madras.

Sirs,

Adverting to your telegram I write to state that your Representative, Mr. C.Krishnaswami Iyer B.A., B.L., High - Court Vakil, Madras, saw me on the 6th instant at my office. He explained his case on your behalf which consists of two parts, firstly, the expenditure incurred and secondly, the value of the machinery.

As regards the first item, there seems to be some difference between the amount claimed by you and that undertaken to be borne by me. The difference which was about Rs.1000/- consisted of details which could be settled to the mutual satisfaction.

It is only on the second item he said that he would advise your clients, to settle the case out of Court, if the Mysore Government were willing to favourably consider the proposal. He also assured me that the amount he would ask - with reference to this second item, would be pitched reasonably low. But, he was not in a position to state the exact figure.

Without going into the merits of the case which both of us agreed upon as the basis of our conservation, I pointed

... to incur a considerable amount of expenditure on the temporary repairs effected on th road for demonstration purposes. The expenditure which was practically of nopermanent value to the road at all. I am now in a position to inform you that the Mysore Government wil consider your proposition favourably, provided your terms are very reasonable, especially in view of the fact I have state in the previous sentence.

I make it clear that this view of the Mysore Government has been taken to avoid inconveniences of a litigation. t now rests with you to quote exactly what your terms are, to onclude satisfactorily the proposition put forward by you.

Yours faithfully,
sd/- B.V.Ramaiengar.

TRADE COMMISSIONER
FOR MYSORE
IN LONDON.

Telephone :
GERRARD 4412

Telegrams :
MYSOF, WESTRAND, LONDON.

GRAND BUILDINGS,
TRAFALGAR SQUARE,
LONDON, W.C.2.

30th July, 1931.

GENERAL SECRETARY
17 AUG 1931
No. 612

The Secretary to the Government of
H.H. the Maharaja of Mysore,
Law Department,
BANGALORE.

Dear Sir,

Further to my letter of the 11th June, and with reference to your letter No.B.6819, dated the 22nd April, I write to inform you that Mr. Tennant, to whom this matter was referred as Commissioner, informs me that he received instructions to act as Commissioner as long ago as February 1931. He also states that he subsequently heard that the issue of this Commission had been postponed and that he could not, therefore, proceed further in the matter. He tells me that negotiations for the settlement were in progress in India and that, therefore, it was very unwise to go to the expense of instructing Solicitors in England until some further definite information was received from India.

I am, therefore, doing nothing further in this matter, and hope to have news from you in due course that the case has been settled. In the meantime I will retain the various papers sent to me with your letter of the 22nd April, and should you require these back, kindly inform me.

Yours faithfully,

Trade Commissioner for
Mysore in London.
(In charge).

Section Laws

File No. 98/29

Serial No. 1

No. P 1117

General and Revenue Secretariat

( )

the 193

To

The Trade Comm^r (
Mysore ci

Date of issue 20 8 / 31

Signed by M' Ray

Sir,

I am d
to acknowledge the re
of your lette dated
July 1931. and to
you that negotiations
settlement of the Sui
by Mess William Jacks
of Madras against Govt
in progress. No action
the matter of engagin
Counsel in London
will therefore be taken until

List of enclosures

Copied by

Examined by

In the meantime papers sent to you may be retained there. With you

I have etc

for Genl Secy

19/8

Copy to Ch. Conservator of Forests with Compts. with a request to report if any further progress is made in the negotiation.

for Genl Secy

19/8

20th August 1931.

H.V. Ramaswami, Esq., M.A., B.L.,

The Trade Commissioner for Mysore in London.
Grand Buildings, Trafalgar Square, London W.C.2

I am directed to acknowledge the receipt of your letter d 30th July 1931 and to inform you that negotiations for the lement of the suit filed by Messrs. William Jack & Co., of as against Government are in progress. No action in the matter ngaging a Counsel in London need therefore be taken until you hear again from me. In the meantime papers sent to you may be retained there with you.

I have the honour to be,

Sir,

Your most obedient servant,

Sd/- H. V. Ramaswami,

General Secretary to Government.

No. D.

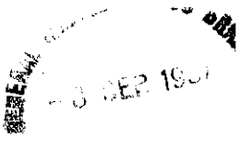
Dated, Bangalore, 20th August 1931.

Copy of the above is forwarded with compliments to the Chief servator of Forests in Mysore with a request to report if any further progress is made in the negotiation.

By Or.

For General Secretary to Governmen

B. V. RAMIENGAR, ESQ., B.A.,
Chief Conservator of Forests,
Bangalore.



To

R.Ranga Rao, Esquire, B.A., B.L.,
Chief*Secretary to Government of Mysore,*
Bangalore.

SIR,

In continuation of my letter of even Number dated 21st July 1931 I have the honour to forward herewith copy of letter dated 24th August 1931 received from Messrs. King & Partridge, Solicitors, Madras being the confirmation of a provisional understanding arrived at by their representative and myself on the 22nd ultimo. I may note here that Mr.Nageswara Iyer Government Advocate was present during the interview.

From a perusal of the records, on the subject, it will be seen. that the forest department were to pay certain amounts towards expenses incurred by the Company if the demonstration proved unsuccessful. According to the statement of the Company, this amount was Rs.2999-3-0 In my written statement before the Court, I accepted the claim to the extent of Rs.1,851-8-0 basing this on a letter of the firm intimating that the probable cost of transporting the waggon was about Rs.451-8-0 this estimate being based on the possibility of getting the waggon from Calcutta by sea to Madras and thence railing it to Shimoga. But owing to a delay in the arrangements to be made by us as regards road repairs etc., the waggon had to be railed all the way from Calcutta; and this mainly accounts for the difference in claim of the firm and that accepted by me in the written statement. On going through the whole of the correspondence, I think the claim as made out by the firm is just and may be accepted by us.

A similar amount will have to be sent by them for taking the waggon back to Calcutta where alone it is stated its sale is likely to be possible; and this the firm requests for recoupment by us as a matter of grace. The balance of Rs.500/-

much of an attention, at Shimoga, during the last 4 years. It will be seen that the amount for which the firm is agreeable to withraw all their claims is just what the firm had to and will have to ncur for bringing the tractor from and taking it back to Calcutta. here is no compensation claimed by the firm or admitted by me. here is no doubt that the present value of the waggon is about 50% f what it was when it was first brought to Shimoga.

The Government Advocate is of opinion that this settlement is ery fair and might be accepted by Government with a view to avoid rther litigation.

I therefore beg to recommend that the firm may be paid Rs. 500/- and all further legal steps stopped. The expenditure can b t from the Budget grant under II Timber of the current year.

I have the honour to be,

Sir,

Your most obedient servant,

/C. Ramaiengar/

Chief Conservator of Forests.

Copy of letter dated 24th August 1931 from Messrs. King and Partridge, Solicitors, 7, Kondi Chetty Street, Madras, to the Chief Conservator of Forests in Mysore, Bangalore.

*****

Without Prejudice

Messrs. William Jacks & Co., Vs. Government of Mysore

We beg to confirm the interview which our Mr.Krishnaswami Ayyar had with you on Saturday the 22nd instant when it was agreed to settle the above suit on the following terms subject to the formal approval of the Mysore Government.

The Government will pay our clients, the plaintiffs, a sum of Rs.6,500/- in full settlement of their claim for expenses and other claims made in the suit.

The Sentinel Steam Waggon and the Trailer would be deliver-ed over to our clients, the plaintiffs, and the plaintiffs will take possession of the same with all tools, etc., at Shimoga where they are warehoused.

The plaintiffs will withdraw the suit and the Mysore Government will withdraw the counter-claim on payment of the above mentioned amount and on delivery of the waggon and the trailer.

There would be no order as to costs.

We shall be obliged if you will obtain the formal orders of the Government of Mysore and communicate the same to us as early as possible.

****

Chief Conservator of Forests.

Diary No. of letter replied to.....

Sec. Law
File No. 28. 1
Serial No. 16

General and Revenue Secretariat

( )

the *193*

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue..... 28/9/31

Signed by..... .....

Read—

1) Letter dated 24th August 1931 on Messrs King & Partridge icitors, 7 Kondi chetty Street, the Chief Conservator of Forests, Bangalore, as follows:

(To be typed in extenso)

Letter No. D 2 - 232 - 27 dated 7th Sept 1931 from the Chief Order Thereon No. of 28, forwarding Copy of the above letter rec from Messrs King & Partridge recommending that the sets suggested therein might be

May this be

(i) Printed ?

(ii) treated as a standing order ?

(iii) published in the Gazette, English Part?

(iv) translated ?

(v) placed at the disposal of the press ?

(vi) published in the Gazette, Kannada Part ?

udget grant under 11

er of the current year.

rder. 1802

The Government are

ased to accept the

ommendations of the

f Conservator of Forests and to sanction

payment of Rs 6500/-

fabers to Messrs William

ns & Co in full settlement

ll their claims made

the original suit no: 2 of 29-30

ne one of the District Moffu-

ussil, the expenditure being

et as suggested in the chief

nservator's letter read above.

The Chief Conservator

requested to take necessary

further as

ublic Prosecutor, Shimoga

have both the suit & the counterclaim

withdrawn as agreed upon.

Copied by

Examined by

1) The chief Con^{r} of Fs
2) The Public Pr, Shimoga
3) The Govt Advocate
4) The comptroller to Govt

WD 02560—GPB—11,250—2-7-30

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read:—

Letter dated 24th August 1931 from Messrs King and Partridge Solicitors, 7, Kondi Chetty Street, Madras to the Chief Conservator of Forests in Mysore, Bangalore, as follows:-

Without Prejudice

Messrs. William Jacks & Co., Vs. Government of Mysore.

We beg to confirm the interview which our Mr. Krishnaswami Ayyar had with you on Saturday the 22nd instant when it was agreed to -- settle the above suit on the following terms subject to the formal approval of the Mysore Government.

The Government will pay our clients, the plaintiffs, a sum of Rs.6,500 in full settlement of their claim for expenses and other claims made in the suit.

The Sentinal Steam Waggon and the Trailer would be delivered ~~ax~~ over to our clients, the plaintiffs, and the plaintiffs will take possession of the same with all tools etc., at Shimoga where they are warehoused.

The plaintiffs will withdraw the suit and the Mysore Government will withdraw the counter claim on payment of the above mentioned amount and on delivery of the waggon and the trailer.

There would be no order as to costs.

We shall be obliged if you will obtain the formal orders of the Government of Mysore and communicate the same to us as early as possible.

2. Letter No. D.2-232-27 dated 7th September 1931 from the Chief Conservator of Forests, forwarding copy of the above letter received from Messrs. King and Partridge and recommending that the settlement suggested therein might be accepted and sanction accorded to the payment of Rs. 6500/- to Messrs William Jacks and Co., of

of Madras as per the said settlement, the expenditure being met from the budget grant under II Timber of the current year.

****

O R D E R No.

Dated Bangalore the 28th September 1931.

Government are pleased to accept the recommendations of the Chief Conservator of Forests and to sanction the payment of Rs. 6500/- to Messrs William Jacks and Co in full settlement of all their claims made in the original suit No. 2 of 29-30 on the file of the District Judge, Shimoga, the expenditure being met as suggested in the Chief Conservator's letter read above.

The Chief Conservator of Forests is requested to take necessary further action, in consultation with the Public Prosecutor Shimoga to have both the suit and the counterclaim withdrawn as agreed upon.

M Puttaraja Rao

For Secretary to Government
General Department.

TSD

To

The Chief Conservator of Forests in Mysore.
The Public Prosecutor, Shimoga.
The Government Advocate, Bangalore.
The Comptroller to Government.

c.n.

Section

File No.

Serial No.

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the *193*

Date of issue 5/10/31

Signed by Mr Roy

Copied by .....

Examined by .....

No. 1941 (1)

To

The Trade Commr

Mysore in C

Sir,

In Continu

of this office letter no. P. 1117

20th Aug 1931 re: ~~the~~ ~~for the settlement of the~~

by Messrs William Jacks & Co

against Govt of Mysore, I

directed to enclose herewith

of the G.O. no. P. 1802-5 Law

dated 28.9.31, passed in the

for your information and reference a

~~request you to return the Co~~

The papers ~~sent~~ sent with my

letter no. P. 6810 dated 23rd Nov 1

3rd October 1931

H. V. Ramasvami Esq., M.A., B.L.,
Offg:

C. Ranganatha Rao Sahib Esq., B.A., B.L.,
Trade Commissioner for Mysore in London.

In continuation of this office letter No.P.1117 dated th August 1931 regarding the suit filed by Messrs. William cks & Co of Madras against Government of Mysore, I am rected to enclose herewith a copy of the Government Order .P.1802-5/Law.28-29-18 dated 28th September 1931 in the matter for your information and reference. The papers sent with my letter No.P.6819 dated 23rd April 1931 may be now returned.

I have the honor to be,
Sir,
Your most obedient servant,

General Secretary to Government.

TRADE COMMISSIONER
FOR MYSORE
IN LONDON.

Telephone:
WHITEHALL 8888.

Telegrams:
MYSOF, WESTRAND, LONDON.

TRAFALGAR SQUARE,
LONDON, W.C.2.

26th October, 193

The General Secretary to the
Government of H.H. the Maharaja of Mysore,
Revenue Secretariat,
Public Offices,
BANGALORE.

GENERAL SECRETARY.
16 NOV. 1931
No. 1815

Dear Sir,

Wm. Jacks' Suit
versus Government of Mysore.

In accordance with instructions contained in your letter No.P.1941-Law, of the 5th October, I herewith enclose, as requested, the complete file of papers sent with your letter No.P.6819, dated the 23rd April, 1931.

I shall be obliged if you will kindly acknowledge receipt of this file.

Yours faithfully,

C Ramgamanna Rao Sahib

Trade Commissioner for
Mysore in London.

NOTE ON THE SENTINEL TRACTOR SUIT.

O.S. 2/29-30, District Judge's Court, Shimoga.

(William Jacks and Co Vs Government of Mysore.)

The plaintiff's suit is to enforce specific performance of an agreement to purchase a Sentinel Steam Waggon and trailer costing Rs 14400/- and Rs 5750/- respectively and to recover Rs 2993-3-0 being the cost of the demonstration held by the plaintiffs or in the alternative to recover the above sum of 23149-3-0 as damages for breach of the above agreement to purchase.

The terms under which the demonstration was undertaken are contained in the plaintiff's letter dated 12-9-1925. The main conditions provide that the cost of shipping or railing the tractor should be borne by Government as also the 1st. and 2nd. class travelling expenses of the plaintiff's technical representative & mechanic from their respective head-quarters to Shimoga and back and in case the demonstration proved successful, i.e. if the tractor completed the trip from Agumbe to Shimoga with a load not exceeding 10 tons consisting of wood poles not exceeding 45 feet in length in 12 to 14 working hours, Government should purchase the tractor. Three return trips had to be made before the demonstration had to be considered definitely satisfactory. In case the tractor was unable to comply with these conditions or was conclusively proved to function at rates exceeding the estimate of Mr. Fulton by a margin of 15% for ' come and go ' contingencies, the plaintiffs should take the tractor back and the only liability of Government was to bear the charges for bringing the tractor to Shimoga and the 1st. and 2nd. class travelling expenses of the technical representative and mechanic. The details of the repairs necessary to be effected to the roads were given by Mr. Fulton in his report dated 8-9-1925 and according to his estimate,

the cost of transport per pole was Rs 0-12-0.

The cost of bringing the tractor to Shimoga was originally estimated by the plaintiffs in their letter dated 25-9-25 at Rs 400/- and was raised to Rs 800/- in their letter dated 28-10-25 and finally to Rs 950/- in their letter dated 10-11-25. The travelling expenses of the representative and mechanic was estimated at Rs 450/- in their letter dated 25-9-25.

The Sentinel waggon arrived in Shimoga on 24-3-26 and Mr. Harper, technical representative, inspected the road and complained to the plaintiffs that the repairs suggested by Mr. Fulton were not carried out and greatly exaggerated matters as admitted by plaintiffs in their letter dated 12-4-26. The improvements suggested by Mr. Harper were carried out and a demonstration was attempted between the 12th and 27th April 1926, but on account of careless driving by Mr. Harper, the departmental trailer got into the side drain and its real axle got bent and so the demonstration could not be completed.

The plaintiffs thereupon suggested getting a suitable trailer from England and in their letter dated 27-5-26 wanted to know whether in the event of the same giving satisfaction Government would take same over along with the tractor. The Conservator in his his letter dated 12-6-26 also says that the trailer would be purchased if the demonstration proved successful as per original agreement and in his letter dated 4-1-1927 ordered for the trailer.

On 6-4-28 the plaintiff's representative inspected the raad and on 12-4-28, a demonstration was held.

The plaintiff's claim that the demonstration was a success as the failure, if any, of the demonstration was due to the defendant's failing to perform its part of the contract in carrying out the repairs to the roads and bridges and so the conditions for a fair trial were not given.

The defence of Government is that the necessary repairs

to the raads and bridges recommended by Mr, Fulton were fully carriedout and that the demonstration was a thorough failure and that the tractor was not capable of the work expected of it.

The ~~three~~ witnesses who are to be examined in England will probably speak about the condition of the road and the capacity of the tractor. In all the letters of the plaintiffs, they have laid much stress on the condition of the road and attributed the failure of the demonstration to this cause. If the road were really in such a bad condition, it was their duty to have refused to carry out the demonstratinn until the road was brought to proper condition. This has not been done. On each occasion the road was inspected by Mr. Harper before the demonstration was carried out and the repairs suggested by him were carried out and it was not difficult for him to refuse to carry out the demonstration if the road was not in a fit condition to demonstrate the capacity of the tractor.

Mr. Fulton is the person who originally inspected the road and suggested the improvements necessary. He has done nothing further regarding the demonstration.

Mr. Harper conducted the demonstration on both occasions. He inspected the road on each occa sion and got the repairs necessary done. He has gone through the report of the District Forest Officer regarding the demonstration and has endorsed that his figures agree with that of the Forest Officer. According to the D.F.O's calculations, the cost of transport comes to much more than Rs 19/- per pole and on this account also it can be contended that the tractor does not fulfil expectations (vide condition 15)

The plaintiffs in their letter dated 17-8-28 say that if the improvement to bridges suggested by Mr. Fulton were carried out, there would be no diversions, but this complaint was not made at any time previous to the demonstration. This statement is not also correct, because repairs to bridges at the two diversions which gave trouble are not

mentioned in Mr. Fulton's report.

Mr. Harper may also be questioned about the time taken for the journey and the cost of transport per pole. In the return journey, the tractor travelled only 32 miles with a load of 12 poles and for this took 8 hours 40 minutes and at this rate it would require more than 15 hours to do the journey. So condition 3 of the demonstration is also not satisfied. Also the cost of transport per pole exceeds Rs 6/12/- by far and also it is not possible to transport 45' poles. (Vide D.F.O's report.

Another point that may be elicited is with reference to condition 13 of the plaintiff's letter dated 12-9-25. The demonstration was to be considered as definitely satisfactory on the completion of 3 return trips. The 1st. demonstration in April 1926 was abandoned as the rear axle of the trailer got bent. So there has been only one demonstration and it is contended by Government that this was not satisfactory. It was open to the plaintiffs to demand Government to repair the roads and offer to give two more demonstrations exhibiting the capacity of the tractor, but they have not chosen to do this and practically admitting that the demonstration of April 1928 was a failure they now impeach the condition of the road and attribute the failure to the bad condition of the road.

Mr. Williams is the person who has carried on most of the correpsondence with Government and he has also nspected the road once. The plaintiffs now claim Rs 23149-3-0 as damages for breach of contract, bgt in the the list sent with their letter dated 27-7-28, the amount claimed is Rs 16532-12-6.

The conservators letter dated 8-10-28 also gives a concise account of the facts of the case.

V. Keshava Sastri
Public Prosecutor
Shimoga division

Campchitaldrug
14-4-1931

IN THE COURT OF the District Judge of Shimoga.

O. S. Suit No. 2 of 1929—30

Messrs. William Jacks and Company ... Plaintiffs.
by their duly constituted attorney W. B. Ireland. Madras.

- Vs. -

The Government of Mysore Defendant.

The plaintiffs abovenamed state as follows:-

1. The Plaintiffs are a firm of merchants carrying on business at No. 20 Second Line Beach ~~Angappa Naick Street~~, Madras. and the partners are J. Greyr Buchanan Esq. Stewart Barry Esq. R. Russel Walker Esq.,

The address of the plaintiffs for service of all notices and process is that of their Advocate Mr B. Narayana Murthi, Shimoga

2. The defendant is the Government of Mysore and resides at Bangalore.

3. In or about September 1925, the Conservator of Forests of the defendant Government had under consideration the purchase of a Sentinel Steam Waggon for the transport of timber poles from some of its forests to Shimoga. At the request of the said Conservator of Forests, the --- plaintiffs' representative one Mr. Fulton inspected the

roads

roads and bridges over which the proposed transport was intended to be carried out and on or about the 7th day of September 1925, he made a report on the condition of the roads and bridges and also submitted a tentative estimate of the cost per pole at which the said timber could be transported by the Sentinel Waggon.

4. On the 9th day of September 1925 the said Conservator of Forests wrote to the plaintiffs asking them if it was possible to demonstrate by actual work the practicability of a Sentinel Steam Waggon performing the work expected of it and of the terms and conditions under which the plaintiffs would undertake such --- demonstration.

5. On the 12th day of September 1925 the plaintiffs wrote to the said Conservator of Forests and agreed --- to give a demonstration on the terms and conditions set out in the said letter and on condition that the roads and bridges, culverts and curves were attended to as --- suggested in the report of their representative Mr. Fulton. Such terms and conditions inter alia were:-

(1) The defendant Government should meet all charges of shipping and/or railing the Tractor to Shimoga;

(2) The defendant Government should meet the 1st and 2nd class travelling expenses of the plaintiffs' technical Representative and their Mechanic respectively to and from Shimoga to their respective Head quarters.

3) On the plaintiffs satisfying the defendant that the Sentinel Steam Waggon could do the work required of it namely to transport a load not exceeding 10 tons consisting of wood poles not longer than 45 feet in length for a distance not exceeding 57 miles in about 12 to 14 working hours, the defendant agree to purchase the Tractor outright together with all tools and accessories usually supplied along with it.

(4) The defendants Forest Department should supply a suitable Trailer which could be conveniently attached to the --- Tractor for the purpose of demostration.

(5) In the event of stoppage of the demostration due to any weakness of roads, bridges, or culverts etc., or damage there such damage to be repaired by the defendant as expeditious as possible through its Forest Department or P.W.D. so that the demonstration could be proceeded with as soon as possil For the purpose of the said demonstration the Tractor and Trailer should make three return trips with the maximu load which the Trailer was capable of carrying but not exceeding 10 tons i.e.3 trips outward without load and

three

three trips inward with full load and on completion of these three trips in the approximate time stated the demonstration to be considered as definitely satisfactory and delivery of the Tractor to the --- Forest Department should be concluded forthwith.

) Payment for the Tractor to be made within one month from the date of completion of the demonstration.

6. On the 22nd day of September 1925, the Conservator of sts of the defendant Government wrote to the plaintiffs asking the probable cost of shipping and/or railing the Tractor and ..ne 1st and 2nd class travelling expenses of the techinical repre- ıtative and the machanic of the plaintiffs. On the 25th day of September 1925 the plaintiffs wrote to the said Conservator of --- Forests stating that the cost of railing may not be more than --- Rs.400 and the travelling expenses of the technical Representative and the Mechanic may not amount to more than Rs.450/-.

7, On the 7th day of October 1925 the plaintiffs asked the Conservator of Forests of the defendant Government if there was any chance of his requiring a demonstration as aforesaid to which the said Conservator of Forests replied on the 14th day of October 1925 stating that he was anxious for a demonstration to take place early as soon as he heard from the Chief --- Engineer as regards the condition of the road and when it ---

would be ready for the Tractor to pass. By the same letter the -- said officer asked the plaintiffs to quote their prices for --- engine and Tractor# delivery F.O.R. Shimoga.

8. On the 28th October 1925 the plaintiffs wrote to the said Conservator of Forests stating that the cost of railing the tractor was prohibitive and that the cost of shipping the same from - - - Calcutta to Madras and sending the same from there by rail to --- Shimoga would be about Rs 800/-. The said figure was based on a steamer freight of Rs 400/- and rail fare from Madras at 15 annas -- per maund.

9. On the 7th November 1925 the said Conservator of Forests wrote to the plaintiffs asking for the cost of the Tractor said to be available for immediate delivery at Calcutta to which the --- plaintiffs replied on the 10th November 1925 quoting Rs 14400/- f.o.b. Calcutta for a "Super-Sentinel" Tractor reduction geared - and reckoning the total cost of bringing the same to Shimoga at Rs 950/- since the steamer freight had been increased from Rs 400/- to Rs 550/-.

10. On the 16th December 1925 the plaintiffs again asked - the said Conservator of Forests if there was a chance of the - - defendant Government buying the said "Super-Sentinel" Tractor and the said Officer after some correspondence with the plaintiffs - - office at Calcutta wrote to the plaintiffs at Madras on the 12th

March 1926 informing them of his having made arrangements with the plaintiffs Head office at Calcutta for holding a demonstration on or about the 21st March 1926 and stated "I believe you are also aware of the terms under which this demonstration has to be carried out" referring thereby to the letter of 12th September 1925.

11. On the 13th March 1926 the plaintiffs wrote to the said Conservator of Forests acknowledging the said letter of 12th March 1926 and informing him of having received a rail receipt from Calcutta for the despatch of the Tractor and of the arrangements the plaintiffs were making to send the same to Shimoga.

12. The said Sentinel Waggon duly arrived in Shimoga on or about 24th March 1926 and the plaintiffs also sent their Technical Representative on or about 25th March 1926 to carry out the demonstration.

13. The said Technical Representative on his arrival in Shimoga found and reported to the plaintiffs that the recommendations of Mr. Fulton as regards the repairs to the road and bridges had not been completely carried out and on such report the plaintiffs wrote on 6th April 1926 to the said Conservator of Forests giving details of repairs still to be made and asking what steps were being taken to place the bridges in sound condition.

14. On the 9th April 1926 the said Conservator of Forests

wrote to the plaintiffs stating that the plaintiffs Technical Representative had exaggerated the road difficulty and gave details of - the repairs done and proposed to be done to the bridges in the road. The said Officer further informed the plaintiffs that the road - - would be made fit by the 16th April 1926 and the demonstration - - could thereafter be carried out.

15. Between the 12th April 1926 and 27th April 1926 the plaintiffs representative attempted to give a demonstration with an old Trailer supplied bythe defendant Government but owing to the rear axle of the said Trailer being bent and the Trailer consequently -- skidding continuously to the side of the road, it was impossible to carry out the demonstration successfully.

16. On the 27th April 1926 the plaintiffs wrote to the defendants Conservator of Forests pointing out that a fair and proper -- trial was not given and that the Tractor was capable of doing the - work expected of it.

17. On the 26th April 1926 the said Conservator of Forests - also wrote to the plaintiffs stating that the actual capacity of the Tractor could not be demonstrated owing partly to difficulties on account of soft nature of the soil and partly to the - - - plaintiffs Representative exaggerating little difficulties and - - that if a more willing worker was sent the said Officer personally felt that the Tractor should be able to perform what was expected of it.

18. On the 28th April 1926 the plaintiffs wrote to the said -- servator of Forests stating that another Technical Representa- e, one Mr. Williams would go to Shimoga to examine the - - - iler and consider about a further demonstration. The said - Williams went to Shimoga on or about the 25th May 1926, he t over the ground with the said Conservator of Forests and -- o examined the trailer. After such examination the said - - Williams suggested some improvements to the Trailer to make - suitable for the purpose of demonstration and reported - - - ersely on the conditions of the road. He however condemned the Trailer as being a ~~useful~~ good adjunct to the Tractor.

19. Owing to the unsuitability of the Trailer supplied by the defendant, the plaintiffs suggested that a new Trailer should be obtained from England as originally advised by Mr. Fulton and thereupon on the 7th June 1926 the defendants - - - Conservator of Forests asked the plaintiffs to recommend a --- suitable Trailer answering certain description specially - - - suitable for the requirements of the defendants transport - - purposes.

20. On the 31st July 1926, the plaintiffs wrote to the -

said Conservator of Forests quoting Rs 5750/- f.o.r. Madras for a trailer to be imported from England, the specification of which they also forwarded to the said Conservator of Forests on the 26th August 1926.

21. On the 11th January 1927 the said Conservator of Forests wrote to the plaintiffs informing them that the - defendant had sanctioned the outright purchase of a special Trailer for Rs 5750/- f.o.r. Madras in case the demonstratio proved successful and requested the plaintiffs to order for trailer by cable so as to have a demonstration in February o early in March 1927.

22. On the 14th February 1927 the said Conservator of Forests asked the plaintiffs if they had heard from their Principals in London regarding shipment of the trailer and on the 1st March 1927 the plaintiffs advised the said Offic that they received a cable from their London firm that the - trailer would be shipped at the end of February.

23. On the 9th May 1927 the plaintiffs advised the said --- Conservator of Forests of the receipt of the shipping - - - - documents for the trailer which was due to arrive at Madras on the 22nd May 1927.

24. On the 20th May 1927 the plaintiffs telegraphed to the said Conservator of Forests advising of the arrival of the steamer carrying the Trailer on the 23rd May 1927 and asking if a demonstration could be arranged during the first week of June.

25. On the 26th May 1927 the said Conservator of Forests wrote to the plaintiffs stating that rains had commenced and that he considered the demonstration could not then be carried out under favourable conditions.

26. On the 30th May 1927 the plaintiffs asked the said Officer when a demonstration could be held with the new -- trailer and on the 3rd June 1927 the said Officer replied that he would write to the plaintiff in September or early in October as to the probable date of demonstration.

27. On the 24th August 1927 the said Conservator of Forests wrote to the plaintiffs stating that the demonstration might be held on any date after the 25th October 1927 but on the 13th September 1927 he again wrote to the plaintiffs stating that the crossing of the river near the 36th mile was not possible till the end of February following owing - to the depth of water.

28. On the 11th January 1928 the plaintiffs wrote and aske the said Conservator of Forests to fix a date in February for -- the demonstration and to instruct the Engineer to see that the roads were put in proper repairs after the rains and also to see that the bridges were sufficiehtly strengthened to take the -- weight of the Tractor and Trailer.

29. On the 20th January 1928 the said Conservator of Forests wrote to the plaintiffs stating that the exact date of the demonstration would be communicated later and on the - 19th March 1928 he telegraphed to the plaintiffs fixing the demonstration after 1st April 1928. The said Conservator of Forests stated further in his letter of the 19th March 1928 that in one or two places the bridges were not considered strong enough to take heavy loads and that temporary deviations had been made which were likely to be washed away by heavy rains and he was therefore anxious that the demonstration should take place before the mansoon set in.

30. On the 2nd April 1928 the plaintiffs sent their Representative to Shimoga for the demonstration and on the same day wrote to the Conservator of Forests stating that they were concerned to note that the bridges in one or two places were not considered strong and that there were still one or

two temporary deviations to be negotiated. They also stated that these deviations gave a little trouble in the past and trusted that they had been prepared with a suitable -- surface.

31. On or about the 6th April 1928 the plaintiffs' Representative inspected the road with the Executive Engineer in charge and found that nothing was done by way of repairs to the road since the last attempted demonstration in 1926. The surface of the road was in many places worse than before and the defendants Engineer's attention was drawn thereto. The defendant's Engineer stated that no further repairs were carried out owing to lack of funds.

32. The defendants moreover made 4 diversions to avoid making new bridges required in Mr. Fulton's report of which only two were passable the incline being the very maximum for Tractor with full load and the other two were impossible for any tractor to pass with a load as the surface consisted of soft earth.

33. The plaintiffs representative brought these defects to the notice of the defendant's Conservator of Forests as well as the difficulties of crossing at the 36th mile.

34. On or about 12th April 1928 a demonstration was held and the Tractor ran well even under the adverse conditions aforesaid. The plaintiffs charge that, but for the failure of the defendant to effect the repairs according to Mr. Fulton's report, the demonstration would have been -- absolutely successful. The Trailer was loaded with 14 poles of 35 feet long but got stuck at the loading site owing to the unsuitability of the site at which the loading was done which was pointed out even before loading. The ground was then packed and the load was reduced to 8 poles and the Trailer was ultimately pulled out. The Tractor then started with a load of 12 poles and when it reached Tirthahalli the Trailer again stuck at Kushavati deviation. The ground was then packed with stone metal and old -- sleepers and the Trailer was pulled out but again sank after going 3 yards when the process of packing the ground had to be done again. Ultimately the Trailer was pulled out through this deviation after a long delay.

35. The Trailer again stuck at the Gabbadi deviation after running 227 feet through the same though the defendant officers were warned of the condition of the place a week

before, Nothing was done to prepare the surface suitably particularly as the gradient on the rear side was 1 in 9 feet which required a perfect surface for a heavy load to negotiate. When the Trailor stuck at the deviation 10 out of 12 poles were unloaded and the Tractor pulled the Trailer and thereafter the Tractor ran with the Trailer and reached the destination. The actual running time taken by the Tractor in performing the said distance between Agumbe in the loaded dire~~Sabbadi~~ to Shimoga was 11 hours 13 minutes (according to the calculations of the defendants Officer making certain allowances 13 hours) which is less than the time stipulated under the agreement between the plaintiffs and the defendant.

36. The plaintiffs submit that as the defendant failed to perform its part of the contract in carrying out the repairs to the road etc., and thus failed to provide the conditions necessary for a fair trial and as the failure of any of the demonstration by the plaintiffs was due to the said default on the part of the defendant, the plaintiffs are in law deemed to have performed their portion of the contract and are entitled to require the defendant to pay for the said Tractor and Trailor as if the demonstration had been satisfied.

37. On the 24th April 1928, the plaintiffs called upon the defendant through its Conservator of Forests to take the

Tractor and the Trailer and pay for the sam

with the terms of the contract between the parties and on the 1st May 1928 the said Conservator of Forests wrote to the - plaintiffs stating that no further demonstration was called for and the plaintiffs should take back the waggon and the Trailer. Thereupon correspondence ensued between the plaintiffs and the defendant's Conservator of Forests and the -- defendant finally by the letter of its Conservator of Forests dated the 8th October 1928 refused to take delivery of the said waggon and the Tractor and failed and neglected to pay the prices therefor.

38. The plaintiffs state that the defendant is liable to take delivery of and pay for the same and claim in respect thereof the sum of Rs.14,400/- and Rs.5,750/- being price of the said Tractor and Trailor respectively. The plaintiffs state that they have also incurred railway freight for the Tractor and tranvelling expenses of their Representatives amounting to Rs.2999·3·0 ~~as shown in the statement of account annexed thereto~~ which the defendant is also liable to pay. In the alternative the plaintiffs claim the said amoun of Rs.23149·3·0 as compensation for breach of contract committed by the defendant.

39. There is now due and owing by the defendant to the plaintiffs the sum of Rs. 23149-3-0.

40. The plaintiffs have caused notice of the suit through their Solicitors Messrs. King and Partridge, to be served on the Chief Secretary to the defendants Government.

41. The cause of action for the suit arose at Shimoga where the defendant resides and on various dates mentioned herein and finally on the 12th April 1928 when the demonstration was held and on the 8th October 1928 when the defendant refused to pay for and take delivery of the Tractor and Trailer.

42. The plaintiffs therefore pray:-

(a) that this Honourable Court will be pleased to pass a decree against the defendant for -- Rs. 23149-3-0 with interest thereon at 6% per annum from date of suit to date of payment

(b) that the defendant be directed to pay the costs of the suit herein; and

(c) for such further or other reliefs as to this Honourable Court may seem meet.

Messrs. William Jacks & Co.,
Plff.

vs.

The Government of Mysore
Dfdt.

Draft/-

P L A I N

Messrs. King and Partridge,
Plaintiffs attorneys.

Plaintiffs: William Jacks & Co.

Defendant: Government of Mysore.

The Defendant begs to state as follows:--

UNDER ORDER 8 RULE 1 C.P.C.

1. What is stated in paras 3 to 5 of the plaint regarding the holding of a demonstration to prove the practicability of a Sentinel Steam Waggon performing the work expected of it is not wholly correct. It is no doubt true as alleged that it was agreed that the tractor and trailer should make three return trips with the maximum load when the trailer was capable of carrying not exceeding 10 tons i.e., three trips outward without load and three trip inward with full load and in case the de-

para 5 of the plaint or being conclusively proved to function at rates greater than the plaintiff's estimates already submitted by Mr. Fulton, together with his report dated 7-9-1926, by an allowance margin of 10 percent for "come and go" contingencies, the plaintiffs should take the tractor back free of all further liability by the defendant other than those specified in Sub Cl.1 and 2 of para 5 of the plaint.

2. It is not true that the trailer supplied by the defendant was unsuitable and that therefore the demonstration attemped in April 1926 could not be carried out successfully as stated in paras 15, 16 and 19 of the plaint. On the other hand, the trailer was tested before being first used at Shimoga by the plaintiff's representative and found to be suitable. The admitted failure of the demonstration in April, 1926, was due to the fact that in driving the tractor, the plaintiff's representative, out of sheer neglect, did not keep to the middle of the road so that one side of the ~~middle-of-the-road-so-that-one-side-of-the~~ tractor got into the drain and the rear axle of the trailer was consequently bent.

3. It is not true as stated in para 17 of the plaint that the Conservator of Forests has in his letter dated 26-4-26 stated that the actual capacity of the tractor could not be demonstrated owing partly to difficulties on account of the soft

suggested the purchase by the defendant of a new trailer, but it was at the same time agreed that the purchase would be made on the same terms as the tractor i.e., in case the demonstration proved successful, the defendant had to purchase the trailer, as per plaintiff's letter dated 27-5-1926 and the letter of the defendant's Conservator of Forests referred to in para 21 of the plaint.

5. All the repairs required as per Mr. Fulton's report were carried out. Also the Plaintiff's representative inspected the entire length of the road before attempting the demonstration on each occasion and was satisfied that the road was in a fit condition for undertaking the demonstration and the repairs to the road required by him were duly attended to by the Defendant's Officers. Mr. Fulton's report does not mention that any new bridges were required at the Kushavati and Gabbadi deviations. The road surface and the road gradient were not at all unsuitable for the tractor as mentioned in paras 31 and 32 of the plaint. The allegations in para 31 of the plaint that the surface of the road was in many places worse than before and that the defendant's Engineer's attention being drawn he stated that owing to lack of funds, no further repairs were carried out are absolutely untrue.

6. The allegations in para 33 of the plaint that the plaintiff's representative

brought the defects of the road and the difficulties of crossing at the 26th mile to the notice of the defendant's Conservator of Forests is not true.

7. The details about the demonstration held in April 1928 and the causes for its failure stated in paras 34 and 35 are not correct. The tractor was loaded with 14 poles of 35' length at Agumbe but the tractor was not able to pull this load. It was only after the load was reduced to 8 poles that the tractor was able to pull the trailer out of the loading site. It was then again loaded with 4 more poles, i.e., 12 poles in all, and the journey in the loaded direction was started. The tractor was not able to pull the trailer through the Kushavati deviation and after packing the road with stone metal and old sleepers the trailer was pulled through this deviation. The tractor was again unable to pull the trailer through the Gabbadi deviation and 10 out of th 12 poles had to be unloaded to enable the t tractor to pull the trailer through this deviation. After this the tractor was completely unloaded and ran empty to Shimoga. The time taken to run from Agumbe to Gabbadi, a distance of 32 miles, with a load of 12 poles of 35' length was 9 hours and the time taken to run 25 miles from Gabbadi to Shimoga with no load was 4 hours. What is stated in paras 34 and 35 of the plaint to the contrary regarding the time taken is not true.

8. Near Mile 2/52, the trailer had to be detached and pulled with the aid of a chain. From the manner in which the engine pulled at steep uphills, it was obvious that the maximum load which the tractor could haul was 12 poles of 35' length and that it could not at all be used to transport 45' poles and further that the cost of transport per pole would far exceed the estimate of Mr. Fulton. The demonstration was therefore quite unsuccessful in proving that the tractor could transport 14 poles of 45 feet length in 12 to 14 working hours and that the cost of transport would be the amount mentioned in Mr. Fulton's Estimate.

9. The allegations made in the plaint regarding the condition of the road over which the tractor had to pass are not true. The road was repaired at great cost -- and was suitable to admit of the demonstration being held. The plaintiff's representatives after having inspected the entire length of the road from time to time were satisfied about the condition of the road and undertook the demonstration. If --- really the road was so bad as to be unfit for a demonstration being held, it was perfectly open to the plaintiffs to refuse to conduct it until the road was brought to the desired condition. Since the plaintiffs have not done so, they are not now entitled to say that the admitted failure at the demonstration was due to the road not being properly repaired. The Government have performed

fully their part of the contract relating to the repairs to the road and the allegations in the plaint contrary to this are not true.

10. Under the agreement referred to in para 5 of the plaint the defendant had to bear the expenses mentioned 1 and 2 of the said para which amount the plaintiff assured would not exceed Rs.1,400 (vide para 6 and 9 of the Plant) and this figure was accepted by the defendant. The trailer was subsequently brought to Shimoga under the same conditions and the liability to pay the railway freight and the cart hire on this which is stated to be Rs.451-8-0 is also admitted by the defendant. The defendant is therefore liable to pay only Rs.1851-8-0 in connection with the cost of the demonstration and not Rs.2999-3-0 as claimed by the plaintiffs in para 36 of the plaint.

11. The defendant denies that he has committed any breach of contract and caused any loss or damage to the plaintiff. Since the contract was one for the transfer of moveable property for the breach of which, compensation in damages is an adequate relief, it is not one which can be specifically enforced and the prayer in para 36 of the plaint for specific performance of the contract is not tenable.

12. All allegations in the plaint contrary to this written statement which are not expressl

denied herein are not admitted by the defendant.

13. The plaintiffs were requested in letter No.D.2-262-27 dated 6th August 1928 by the Conservator of Forests Shimoga, to take back the tractor and trailer from Shimoga, but they have neglected to do so till now. A notice was thereupon issued to the plaintiffs through the Government Advocate, Bangalore, demanding rent at the rate of Rs.200/- per mensem from 6-8-1928 for stabling the tractor and trailer in the zincsheet shed in Sandalkoti, Shimoga, but the plaintiffs have till now neglected to pay the same. There is therefore now due a sum of Rs.4,300/- to the defendant on account the rent due from 6-8-1928 to this date. Deducting the amount of Rs.1851-8-0 due to the plaintiffs (as stated in para of this written statement) the defendant is entitled t recover Rs.2,448-8-0 from the plaintiffs and c court fee of Rs.193-12-0 is herewith produced for this purpose.

14. The defendant therefore prays that this Honourable Court may be pleased to dismiss the plaintiff's suit with costs and decree the counter claim of the defendant with costs and current interest and future rent at the rate of Rs.200/- per mensem from this date to the date of removal of the tractor and trailer.

IN THE COURT OF THE DISTRICT JUDGE, S H I M

O.S. No. 2 of 29-30.

Plaintiffs. William Jacks & Co.

Vs.

Defendant. Government of Mysore

Reply statement of the plaintiff herein in answer to the defendants written statement and -- counter-claim.

The plaintiffs state as follows:--

1. As to paragraphs 1 to 11 of the written --- statement the plaintiffs repeat paragraphs 3 and 4 of the plaint and deny all allegation in the written statement to the contrary.

2. As to paragraph 13 the plaintiffs admit -- receipt of notice claiming rent for stabling the - Tractor and trailer but deny that the plaintiffs - are liable to pay as the property in the said -- Tractor and trailer has passed to the defendant in the circumstances set out in the plaint. The plaintiffs state further that the defendant was liable to take delivery of the said Tractor and trailer on the completion of the demonstration as stated in the plaint. The defendant is therefore bound to stable the said Tractor and trailer and be liable for the costs thereof.

3. If for any reason this Honourable Court should hold that the property in tne said Tracto and trailer has not passed to the defendant or that

that the defendant was not liable to take delivery of the same on the completion of the demonstration as alleged in the plaint and the defendant is - herefore not responsible for stabling the said ractor and trailer, the plaintiffs reserve their ight to claim from the defendant damages for any oss or deterioration of the said Tractor or railer during the period they were in the possess ion of the defendant.

4. In any event the plaintiffs deny that the efendant has incurred any charges or expenses -- n connection with the stabling of the said --- ractor and trailer and is entitled to claim rent at s.200/- per month from the 6th August 1928 or ny sum on that account. In any event the plain iffs state that the sum claimed namely Rs.200/- er month as rent is excessive and unreasonable.

5. The plaintiffs deny all othe[illegible]ions n the written statement and counter-claim which re not herein expressly admitted.

6. The plaintiffs therefore pray that the efendants counter-claim herein may be dismissed ith costs.

I, Walter Brian Ireland the duly constituted ttorney of the plaintiffs do hereby declare that hat is stated in paragraphs 1 to 5 above is true he best of my information which I believe to be nd make this declaration in Madras this 30th day ay 1930.

IN THE COURT OF THE DISTRICT JUDGE AT SHIMOGA.

Original Suit No. 2/29-30.

PLAINTIFF:- William Jacks & Co.,

Vs.

DEFENDANT:- Government of Mysore.

Under order 86, Rule 4 C.P.C.

The Plaintiffs state as follows:-

The Plaintiffs have filed the above suit for the recovery from the defendant, of the price of Sentin 1 Steam Waggon and Trailor and have to examine the witnesses named below in order to prove their case. The said witnesses are all residents in England and beyond the jurisdiction of this Hon'ble Court. The Plaintiffs therefore pray that a Commission may be issued to examine the said witnesses in London. An affidavit in support of this application is also annexed hereto.

If the Commission is issued in ordinary course to the County Court in the respective places where the witnesses are, it will take a very long time and trouble. The Plaintiffs suggest therefore that a Solicitor viz., Mr. T.F.D. Tennant of Messrs. Sanderson Lee & Co., London, who is also a commissioner for oaths for the High Court of Madras in England, may be appointed Commissioner for the purpose.

Name and address of the witnesses to be

be examined on Commission:-

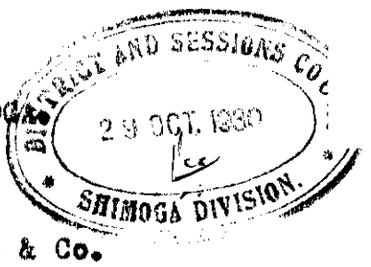
1. Mr. H.M. FULTON,
c/o Miss Fulton,
The Sheiling,
67 Fernlie I
Newlands,

2. Mr. W.H. HARPER,
29 Trevanion Road,
Wadebridge,
Cornwall.

3. Mr. H.T. WILLIAMS,
care Bells Asbestos Company,
Cardiff.

ADVOCATE
for Plaintiffs.

IN THE COURT OF THE DISTRICT JUDGE SHIMOGA.



O.S.No. 2 of 1929-30.

Plaintiffs. William Jacks & Co.

-vs-

Defendant. Government of Mysore.

I, Walter Brian Ireland residing at Madras make oath and say as follows:-

1. I am the Manager in Madras of the plaintiffs firm and am well acquainted with the facts of the case.

2. The plaintiffs have filed the above suit - for the recovery from the defendant of the price - of Sentinel Steam Wagon and Trailer and crave -- leave to refer to the plaint herein as part and parcel of this affidavit.

3. The plaintiffs filed the above suit on or about the 22nd day of August 1929 but the written statement was not filed until 20th May 1930 and -- adjournments for the written statements were from time to time taken on behalf of the defendant.

4. The Issues framed in the above suit are - inter alia as follows:-

(1) Was there a failure of demonstration held on or about 12th April 1928 due on that account or on account of bad and unfit condition of - the Tractor.

(2) Was there a breach of contract and if so on whose part - Plaintiffs or Defendant?

(3) Are the plaintiffs entitled to receive --- Rs 2993-3-0 in connection with the costs of - demonstration (i.e. on account of Railway -- freight for Tractor and travelling expenses - of their representatives) or only Rs 1851-8-0.

5. In order to prove the plaintiffs case the -- evidence of Mr. Fulton and Mr.Harper and Mr.H.T. Williams who conducted the demonstrations referred to in the plaint is essential.

6. The abovementioned witnesses were in India for a considerable time after the institution of - the suit but as they were not in the employment of - the plaintiffs firm they could not be kept in India indefinitely and they returned to England and their present address is:-

Mr.H.M.Fulton,
c/o Miss Fulton,
The Sheiling,
67 Fernlie Road,
Newlands, Glasgow.

Mr. J.H. Harper,
22 Trevanion Road,
Wadebridge,
Cornwall.

Mr. H.T.Williams,
care Bells Asbestos Company,
Cardiff.

7. The plaintiffs case depends almost entirely on the evidence of the aforesaid witnesses.

8. It is therefore necessary that a -- Commission should be issued to England to ---

examine

examine the said witnesses for the plaintiffs.

Sworn to at Madras this --
day of September 1930

Before me,

Shimoga.

O.S.No. 2 of 1929-30

William Jacks & Co. ... Plffs.

-vs-

Government of Mysore.... Dft.

Mr.B.Narayanamurthy,
Advocate for plaintiffs,
Shimoga.

IN THE COURT OF THE DISTRICT [redacted] SHIMOGA DIVISION.

Dated the 6th day of January 1931.

Present:- B.R. Krishnama Char Esq., B.A.,B.L., District Judge.

Application serial number II in original suit no. 2 of 29-30.

Petitioner (Plaintiff) Messrs William Jacks and company, by their constituted attorney Mr. W.B. Ireland, Madras.

Opponent (Defendant) The Government of Mysore.

Preamble:-

This is an application under order XXXVI Rule 5 Civil Procedure Code filed by Mr. B. Narayanamurthy Advocate for the plaintiff on 18th October 1930, praying for the issue of a commission to examin three witnesses of the plaintiff who are said to be residing in England and also suggesting that a solicitor viz; Mr. G.F.D. Tennant of Messrs Sanderson Lace & Co., London who is also a commissioner for oaths for the High court of Madras, in England may be appointed commissioner for the purpose.

2. The opponent-defendant filed his objection statement on 2nd and 3rd December 1930.

3. This petition coming on for disposal on 5th January 31 and after heating the arguments of Messrs. B. Narayanamurthy, Advocate for the petitioners and N. Seshasastri Government Pleader for the opponent, the court pronounced the following:-

Order:- In Serial no. II Application.

This is an application under order XXVI Rule 5 Civil Procedure Code for the issue of a commission to examine [redacted] three of plaintiff witnesses who are now residing in England and who are not now under plaintiff's control. It is alleged in the affidavit filed in support of the application that plaintiff's case depended almost entirely on the evience of these witnesses as they conducted the demonstrations referred to in the plaint. The Government pleader opposes the application. He relied on 29 I.C. 9(at pages 11 and 12) 73 I.C. 391 (at page 393) and 120 I.C. 335: and contended that [illegible]

was a matter of Judicial discretion and not a matter of statutory right and that as the 3 witnesses proposed to be examined on commissionx before the trying court would be more satisfactory. The law on the point is very lucidly stated in I.L.R 46 Madras 574 at 577:-

Balance of authority is in favour of the view (1) ordinarily in the case of a witness not under the control of the party askin for the commission who resides beyond the limits fixed under order XVI Rule 19 (b) Civil Procedure Code a commission should issue as a matter of right unless the court is satisfied that a party is merely absuing its authority to issue process: and (2) that it is not for the court to decide whether the party will be benifitted thereby or not that is a matter entirely for the party.

In the present case there is no allefation on the other side that plaintiff was attempting th abuse the courts power of issuing process. The witnesses for whom a commission is asked are residing out side the Mysore state. They are not under plaintiff's employ or control now. And their evidence is said to be very necessary to prove the plaintiff's case.

Under these circumstances I am of opinion that I am bound to issue the commission asked for and I do thereby order that a commission be sent to solicitor Mr. G.F.D. Tennant of Messrs Sander son Lee and Co., London to examine the following witnesses on open commission :-

Mr. H.M. Fulton,
Mr. W.H. Harper,
Mr. H.T. Williams.

commission charges should be deposited by the end of this month. Four months time is given for return of the warrant.

The defendant must paythe plaintiff's costs of this application (Advocate's fee Rs 7/- only)

Pronounced in open court.

(Sd) D.R. Krishnamachar, District Judge, Shimoga.

Memorandum of costs incurred in O.S. No. 2 of 29-30 S. No. II applicat

WEST END HOTEL

Bangalore. 8th September 1925.

To

The Conservator of Forests in Mysore,

Bangalore.

Sir,

I have the honour to attach my report on the condition of the road and bridges over which you propose to transport the Transmission Line Poles referred to.

May I suggest a conference between yourself, the Chief Engineer, D.P.W., and myself to discuss the matter? Essential points could then be looked into. Since my inspection and of the road/after due consideration of the special requirements and conditions of the proposed transport scheme, particularly in view of the fact that the work can only be carried out for about 7 months in each year, it has been necessary to readjust the [illegible] approximate transport costs supplied at one first interview. The figures most affected are those of interest and depreciation in so far that these two items constitute the heaviest charges which the Tractor has to meet in its seven months work out of each year.

The condition of the road makes it advisable to include a special allowance for tyre renewals. Ordinarily, a set of steel tyres should last for about 12,000 to 15,000 miles, but in this case, to keep the figures on the safe side a mileage of 8000 has been allowed for i.e., renewing the outer steel rim or tyre each season. Actually this may not prove to be necessary but under the circumstances, it is perhaps advisable. The revised costs are attached from which it will be seen that the cost per pole transported, including the above allowance, now works out at Rs 6-3-0, - against possible contingencies an additional allowance of annas nine per pole may be included making the cost per pole

[illegible] This figure should be a very safe one which to base your estimates.

The Driver's and Assistants' wages have been calculated for seven months only as it seems unnecessary expe to keep these men idle for five months in each year, if other work can be found for them.

Trusting the foregoing will enable you to come to early decision in the matter and awaiting the favour of

ROAD INSPECTION ON 5TH SEPTEMBER 1925

Report on condition of Bridge

Superficial crac
plaster flaking off. foundations require inspection by P.W.D

2. Eighth Mile. Culvert unsafe: recommend "Armco" culver

3. 12th Mile - Single Arch Bridge.- Twin parallel Arches
with wood road bearers. Centre beams unsupported for 4½'
wide; timber requires close inspection. Recommend steel
flooring.

4. 11/12th mile - 4 Arched Masonry Bridge.- Large span -
appears sound - inspection required by P.W.D. - especially
foundations.

5. 15th Mile - 3 Arch Bridge.- First Arch badly cracked,-
2 bad cracks on sides near Abutments - centre of arch cracked
water percolating through. Foundations should be carefully
examined.

6. 8/18th Mile. Culvert - Recommend "Armco" Culvert.

7. 19½ miles. Stone slab culvert - about 9" slabs
abutments unsafe - Slabs doubtful.

8. 22nd Mile. 3 Arch Bridge - Large span - Centre of Arch
racked - Requires pointing and plastering. Foundations
hould be examined.

9. 24th Mile. Girder bridge small - unsafe - Notice by P.W
. - Warning.

10. 2/3 Mile. Two bridges unsafe and railed off - requires
eplacement - Bridge nearest Hair-pin bend should be set at
n angle across stream pointing up main road i.e., South-West
nd North-East to ease curve. These bridges should be rebuilt

11. 33rd Mile. Hair-pin bend.- Require widening both on

outer and inner curve - about 1500 Cft. to be cut [illegible] etalling to be carried out to widest point.

12. 53½ Mile.

13. 6/41 mile. Hair-pin - as above. Probably require about 750 Cft. to be cut.

14. 2/42 Mile. Stone Bridge.- Slabs 9" - Foundations laterite - Morter washed out - Probably water logged - butments cracked [illegible] amined.

15. 7/41 Mile. Culvert unsafe - Recommend "Armco" Culve

16. 1/43 mile. Large Span Single Arch Bridge.- Arch sunk and separated from road way - observable from one side only, parapet in bad condition - Foundations insecure.

17. 4/44 mile. Stone Slab Bridge.- Small span - Laterite foundations require inspection - Plaster flaking off.

18. 44th Mile. Stone Bridge.- Small span - Laterite foundations require pointing, packing and plastering.

19. 2/45 Mile.- Girder bridge 5" iron longitudinal girders, wood cross pieces and flooring unsafe.

20. 7/22 Mile.- Curve may require widening.

General. The road is fair in places but there is an aggragate of about 5 to 8 miles in patches of approximately one to two furlongs per mile in low ground, which are very bad on account of the shade and damp. These places should be remetalled and rolled and suitable drainage provided.

With these repairs properly carried out there would no difficulty in transporting 45' poles over the road by means of "Sentinel"Tractors. The gradients are easy, and as a rule, in favour of the load. There is plenty of good water available at convenient distances, for refilling Traction Water Tank.

Letter No. nil dated 12th September 1925, from ~~Xxxx~~ Messrs. William Jacks & Co., Madras, to the Conservator of Forests in Mysore, Bangalore.

"Super-Sentinel" Tractors.

We have the honour to acknowledge receipt of your letter No.2437 dated 9th instant regarding the proposal to use the above Tractors for the transport of poles in the Shimoga District.

2. Mr. Fulton has now returned to Madras and has supplied us with the full details of the conditions under which the Tractors would be required to work. From Mr. Fulton's rep the conditions would appear to be suitable and practicable provided the road, bridges, culverts and curves are attended to as suggested and reported upon by Mr. Fulton in his lett dated Bangalore 7th September 1925.

3. We have one tractor ~~xx~~ at present in Calcutta and we are prepared to favourably consider the question of giving you a practical demonstration with this machine.

4. You will quite realise that getting this Tractor down from Calcutta to Shimoga, assembling it ready for work (the Tractor is partly dismantled for the convenience of shipping and railing), sending down our Mechanic and also the necessit for Mr. Fulton's personal supervision, will entail a ~~xxxxxx~~ considerable expense. Under the circumstances, we suggest the following conditions as being equitable to both parties:-

1. Your Government to agree to meet all charges of shipping and or railing the Tractor to Shimoga.

2. To meet the first and 2nd class travelling expenses of the Company's Technical Representative and our Mechanic respectively to and from Shimoga and their respective Head Quarters.

3. On satisfying you that the tractor can do the work required of it, i.e., to transport a load not exceeding ten tons consisting of wood poles not longer than 45 feet in length over a distance not exceeding 57 miles in about 12 to

12 to 14 working hours; your Government agre[illegible] the Tractor outright together with all tools and accessories usually supplied along with it.

4. The Forest Department to supply all wood fuel of suitable quality, lubricating oil and sundry stores at convenient points for the proper carrying out of the demonstration.

5. Any cooly or other labour necessary in connection with the demonstration to be supplied by the Forest Department.

6. In the event of any damage to either, roads, brid[illegible] or culverts on account of insufficient strength of these, t[illegible] Company not to be held in any way responsible for such dama[illegible]

7. The Forest Department to supply suitable trailer which can be conveniently attached to the Tractor for the purpose of the demonstration.

8. Facilities for assembling the Tractor, preferably in a covered shed, to be supplied by the Forest Department and the use of any local workshop, tools, cranes and -- accessories etc., which may be found necessary to facilitat[illegible] the demonstration.

9. For the purpose of the demonstration, it will -- probably be found necessary to hire a special conveyance, i[illegible] a motor car, to enable our Technical Representative and -- Mechanic to keep in touch with their Temporary Head Quarter[illegible] also for the conveyance of spare parts etc., in the event of contingencies arising such as possible accident, temporary breakdown etc. The expense of the conveyance to be equal[illegible] borne by both parties i.e, ourselves and the Forest Department.

10. In the event of any unforeseen breakdown such being due to any weakness in the mechanism of the Tractor, suffic[illegible] allowance be made to permit the of the necessary repairs or replacements being carried out and if required t[illegible] necessary spare parts to be obtained through this Company's nearest supply depot; such accidental delay not to prejudic[illegible] in any way, the subsequent carrying out of the demonstratio[illegible]

11. Similarly, should any such possible contingency ar[illegible] due to weakness of roads, bridges or culverts, due allowanc[illegible] to be made accordingly for the necessary repairs to be -- executed on the Tractors.

12. In the even of stoppage of the demonstration due t[illegible] any wekness of roads bridges or culverts etc., or damage thereto, such damage to be repaired as expeditiously as possible by the Forest Department or P.W.D. so that the demonstration can be proceeded with as soon as possible

13. For the purpose of the demonstration the Tractor a[illegible] Trailer to make say three return trips with the maximum loa[illegible] which the trailer is capable of carrying but not exceeding [illegible] 10 tons, i.e., three trips outward without load and three trips inward with full load. On completion of these three trips, in the approximate time stated the demonstration to [illegible] considered as definitely satisfactory and delivery of the Tractor to the Forest Department to be concluded forthwith.

14. Payment for the Tractor to be made within one mont[illegible] from the date of completion of the demonstration.

15. In the event of the tractor failing to comply with the requirement

with the requirements as specified in para 3 o[illegible] conclusively proved to function at rates which are grater than our estimates already submitted by Mr. Fulton together with his report dated 7th September 1925 by an allowance margin of 15% for 'Come and go' contingencies we agree to take the Tractor back free of all further liability by your Government, other than that specified in paras 1 and 2.

5. The measure of our expense and risk is contained in the depreciation to which the Tractor is subjected, rendering it secondhand and therefore a loss to us in the event of failure, which we do not anticipate but must guard against. also the recurring salaries of our Technical Representative and Mechanic while carrying out the demonstration and the expense of providing them with board and lodging at Shimoga, probably covering a total period of from 2 to 4 weeks.

We feel confident that the Tractor will give entirely satisfactory results, otherwise we would not be prepared to risk the expense of failure but you will appreciate that it is necessary to safe-guard our own interests in every possible way and to anticipate and provide for any possible unforeseen contingencies which might arise.

Trusting that the conditions enumerated above will meet with your approval and awaiting the favour of your further instructions.

A note on the Sentinel Tractor Demonstration conducted by Mr. Harper, Representative of "The Sentinel" Waggon Works, Ltd., Madras, between the 11th and 15th April 1928.

1. The running of the Tractor with the empty trailer from Shimoga to Agumbe was as shown below:--

Date.	Particulars.	Hour. A.M.	P.M.
11th April.	Departure from Shimoga.	7	
	Detention for picking up firewood that dropped from the Trailer on the way	10 Minutes.	
	Arrived at Sacrebyle (8 Miles)	8-15	
	Departure from Sacrebyle.	8-35	
	Arrival at Mandagadde. 17 Mls.	9-40	
	Departure from -do-	9-55	
	Arrival at Malur. (26 Miles)	11-35	
	Departure from Malur.	11-50	
	Arrival at Thirthahalli. 36 Mls.		1
	Departure from Thirthahalli.		4
	Stoppage at Megaravalli for taking water and firewood.		15 Mts.
	Arrival at Agumbe. (56 Miles)		

Exclusive of 4 hours and 45 minutes spent by the Tractor for taking water and firewood at 3 stations on the way and by the men to take food at Thirthahalli, the actual time taken for running 56 miles was 7 hours and 15 minutes which meant an average speed of about 7¾ Miles per hour.

On the 12th April, the trailer was loaded with 14 poles of 35' in length by 9 A.M. But the trailer got stuck at the loading site. After packing the ground with wooden pieces and reducing the load to 8 poles, the trailer was pulled out with the chain by 4 P.M. 4 more poles were then loaded on the trailer making up 12 or 35', the loading of 4 poles being completed by 6 P.M.

The Tractor left Agumbe with the loaded trailer at 8-15 on

on the 13th April, and its running to Shimoga.

Mr. Harper's Remarks.	Date.	Particulars.
Speed 4.4 Miles per Hour. Sd/- Harper	13-4-28.	Departure from Agumbe. Stops for water and chaining on the way -- 35 minutes. Arrival at Megaravalli. Departure from -do-
Speed at 4.6 M.H. Sd/- Harper.		Stops for rest between Megaravalli and Thirthahalli 45 minutes. Arrival at Thirthahalli. Departure from -do-
		The trailer stuck in Kushavati deviation at 3-40 P.M.
		The rear axle of the trailer was jacked up and the ground below was packed with stone metal and old steepers by 1 P.M. (night).
		14th April. Putting up of the Trailer
		After it was pulled up for 3 yards, the rear wheels of the trailer sank again. The rear axle of the trailer was jacked up and the ground below packed with stones by 3-15 P.M. when the trailer was pulled through Kushavati deviation.
		Departure from Kushavati Deviation. 4-12-
		Arrival at Malur. 6-22
	15th April.	Departure from Malur. 9-15
		Arrival at Gabbadi deviation. 10-23.

The trailer stuck in the ground as shown below after ing 227 ft. to Gabbadi deviation.

Rear left wheel.	10 inches
do. right do.	4 do.
Front left do.	6 do.
do. right do.	1½ do.

Harper's Remarks. It was impossible to pull up the devia- as the grade is 1 in 9' and the surface of road soft soil

Mr. Harper said that it was not possible for the tractor to pull the trailer with load up to this deviation; and 1(out of 12 poles were then unloaded. The Engine then pulle the trailer with two poles up the deviation by 12 noon.

Departure from Gabbadi.
Halts for water and firewood on the way 30 minutes.
Arrival in Shimoga.

Exclusive of all stops, the time taken by the tractor for actually running over 32 miles with a load of 12 poles of 35' lengths and over another 24 miles without any load was 11 Hrs. and 13 minutes. Allowing 20 minutes at each of the five intermediate places for taking water and firewood etc., it is obvious that the journey from Agumbe to Shimoga will take atleast 13 hours.

The running of the tractor was made by Mr. Harper who was accompanied by the Foreman of the Saw Mill and four coolies. The District Forest Officer joined the tractor at Thirthahalli on the 11th and accompanied it during the journey until the tractor was unloaded at Gabbadi deviation on the 15th April.

The Conservator of Forests, Shimoga, inspected the running of the tractor with the empty trailer on the 11th and with the loaded one on the 13th and personally directed the loading of the poles on the trailer on the 12th April. The Range Officer, Agumbe, accompanied the tractor and the trailer with poles between Agumbe and Gabbadi. The Assistant Engineer, Thirthahalli, personally assisted with his men in the retracking of the trailer when it sank in Kushavati deviation on the 13th and 14th April.

Mr. Harper's Remarks. (This stop was made to change the draw bar pin from the top to the bottom hole as the tractor was pulling so heavy as that the front wheels would not stir.)

From the manner in which the Engine pulled at steep up-hills (i.e., in steep up hills in 55th, 54th, 52 and 22nd miles) , it was obvious that the heaviest which the tractor can pull on these up hills is 12 poles of 35' in length. Near 2/52, the trailer had to be detached and pulled with the aid of a chain. The steering was on the whole strenuous and tiresome. Some of the curves could be managed only with great care. At the curve near 1/55 a small portion [illegible] bd out by the end of the poles and the trailer just managed to turn round the curve near the 33rd milestone the end of the poles almost touching the side of the curve. Under the existing conditions, it is obvious that it is not practicable to carry 45' poles on this road.

In view of the time taken for actual running, it is obvious that a trip cannot be made in less than 3 days. On account of the condition of the road steering is very strenuous and the driver and his Assistant will require a day's rest every week. So, only 8 trips can be hoped to be made every month. In view of conditions of the weather and the depth of water in Kushavathi it will not be possible to run the tractor for more than 5 months in the year. Thus, the number of poles of 35' in length that can be transported in each year is 480 (12 x 85). Inclusive of the cost of bringing the poles from the interior of the forests to Agumbe, the cart-hire paid for carting a 35' pole to Shimoga is Rs.15/-; and it is not possible to cart the pole from Forest to Agumbe for less than Rs.3/-. The cost of carting each pole from Agumbe to Shimoga being therefore Rs.12/-. the cart-hire to be saved on 480 poles that may be transported by the Tractor each year will Rs. 5,760/-.

The maintenance of the tractor and the cost of running it for 5 months in the year is estimated at Rs.6,110/- a year as detailed below:---

DETAILS FOR THE MAINTENANCE OF THE TRACTOR.

a.).	The driver's and Assistant's wages for 5 months at Rs.140/- a month.	Rs. 700/-
b).	Firewood (at 50 lbs. a mile) for 8 trips of 112 miles each. 100 tons (at Rs.20/- a month) at Rs.5/- a ton.	500/-
a-1).	The driver's and Assistant's wages for 7 months at Rs.70/- a month. (half pay).	490/-
c).	Oil, grease, etc., at Rs.30/- a month.	150/-
d).	Loading the poles at Agumbe at Rs.3/- per trip for 40 trips.	120/-
e).	6 per cent interest on the out-lay of Rs.22,500/- for the tractor and the trailer.	1,350/-
f).	Depreciation on Rs.22,500/- over 15 years.	1,500/-
g).	Repairs and replacements.	500/-
h).	Tires (yearly renewals).	800/-
	Total cost of running and maintenance per year.	Rs.6,110/-

The value of work to be done by the tractor and the cost of its maintenance and running being respectively Rs.5,760/- and Rs 6,110/- per year, the use of the tractor under the existing conditions is impracticable if not actually prohibitive. In the above forecast, no account has been taken of the expenditure incurred for

for easing some of the curves making the temporary track to Kushavati river and temporarily stenghnening the bridges for the tract Until permanent improvements are effected at considerable cost at least Rs.600/- a year may be added to be necessary for the tempo track to Kushavati river and for strengthening the bridges of the tractor.

The arrangement for the coupling the tractor needs alterat to suit loca the coupling rod with the tractor is found in practice to be very troublesome. The engine requires to be fitted up with a suitable spark arrester. But, in view of the business and the financial out-look of the t port with the tractor as indicated in the previous paragraphs, a remarks on my part regarding the tractor and trailer are apparen uncalled for.

I have the honour to acknowledge the receipt of your letter o
th instant and to state that all the points raised therein have already been replied by me in my last letter to you (vide letter No.D2-262-27 dated 6-8-1928). However, I wish to deal with them once more as follows:---

1). All along you have been laying too much stress on the condition of the road and attribute the failure of the demonstration to this alone rather than the haulage capacity of the tractor it elf. To this I must say that everyone of your technical representatives went over the entire length of the road before they started the demonstration and if the condition of the road was - really so bad, that even the demonstration was not possible, for there was absolutely no reason for conducting it. Your technical representative could ~~should~~ have deferred to carry it out until -- the road is brought to the desired condition. The deviations near some of the bridges were not taken into consideration by Mr. Foulton when he inspected the road and the bridges and no repairs to bridges were insisted upon by your Technical Representative. As such, they were not carried out. Extracts from the Executi Engineer's letter on the conditions of the road are enclosed wh will dispel any doubts in the matter.

). Leaving apart the deviations and other bad portions of the road in low ground referred to in para 3 of your letter and taking into consideration the performance of the tractor only o the best section of the road viz., From Agumbe to Megaravalli, is obvious that the transport of poles by means of the tractor will not be a financially profitable one. (vide calculations - made by the District Forest Officer, Shimoga, in his letter No. 1581 dated 17-4-1928). Even if, as stated by you, the tractor is worked for 7 months in the year instead of five, and I am sure this will not alter the financial position materially since the cost per pole transported will not approach any-where nearer to the figure given by Mr. Foulton viz., Rs.6-12-0 per pole delive

elivered at Shimoga and if the cost of transport per pole oes not attain to this figure, I think it will not be to ur advantage to consider the tractor transport at all.

3). he delay in carrying out the demonstration which lasted for over 2 years is entirely due to your technical representive on the first occasion and in getting the ~~tractor~~ trailer rom England in time on the second one. As regards depreciation it is only to cover the loss in depreciation that is usually involved in carrying out such demonstration that I agree to bear a certain portion of the cost of demonstration viz., (item Nos. 1 and 2 of the terms agreed upon), otherwise, here is no reason why a portion of the cost should be borne by e at all. (Vide para 3 of your letter dated 12-9-1925).

4). Coming to the question of heavy railway freight of -- s.1,702/- you say that it is due to the booking of the tractor he whole way through by rail on receipt of my telegram of 3-3-26 o this, I wish to refer you to your letter of 28-10-1925 wherein ou stated that to rail the tractor to Shimoga is out of question nd also to my letter No.7140 dated 28-1-1926 wherein, I requested ou so far back as January alone to get ready for the demonstration, my telegram being only to remind you since no reply was received to my letter. Moreover, this was not intimated to me -- ither before or after the tractor was railed to Shimoga. As uch, I regret my inability to make myself liable for any amount ther than the one estimated by you and accepted by me.

5). Finally you say that you have not claimed interest and ther over-head charges and that the demonstration is a distinct oss to you. Evidently, in making this statement, you forget the expenses incurred by me in carrying out the repairs to the road and other miscellaneous charges as also the loss arising out of the damage done to the trailer and above all, the immense amount of trouble taking by my local officers on each of the -- occasions on which the demonstration was attempted.

In conclusion, I may state that the demonstration was a rough failure in that the tractor is undoubtedly unsuited for the purpose for which it was thought eminently suited by you. Furthere, there has been no deviation whatsoever, on my part from the terms agreed upon. I. therefore, request you to make up your mind to claim only the two items viz., (1) the cost of shipping or railing the tractor and trailer to Shimoga as estimated by you and (2) the first and second class travelling expenses of the Technical Representative and the Mechanic to and from Shimoga and their Head quarters and not for any other items for which I am not liable. I hope you will come to a final decision and bring the matter to a close by sending your final bill for the above charges early.

Copy of Notice No.174 dated 17-8-1929, from the Government Advocate in Mysore, Bangalore, to Messrs. William Jacks & Co Builders, Engineers and Merchants, P.O. Box. No.1282 Madras.

I have been instructed by the Chief Conservator of Forests Mysore to inform you that as the Demonstration whic you had undertaken to give was unsuccessful, he had requested v in his letter No.D2-262-27 dated the 6th August 1928, to make a angements to take back the Trailer and Tractor machines from Sh at once, that subsequently he wrote to you another letter on the 15th June 1929 enclosing a bill for the payment of Rs.1.967-11-1 being the amount of rent from 6th August 1928 up to the end of 1929, for keeping the machines in the zinc shed in the Sandal K at Shimoga and that you have not, till now, complied with both requests.

2. I have been further instructed to call upon you, which I hereby do, to remove the said machines from the Sandal Koti at Shimoga, within a fortnight from this date and send a remittance for the rent due at Rs.200/- per mensem from 6th August 1928, up the date of removal of the machines.

3. I need hardly add that in case of further non-compliance there will be no option left to the Chief Conservator of Forest but to put the matter before a court of law without further los of time, and claim all the reliefs which he is entitled to unde the law.

4. You are also hereby informed that the said machines have lying entirely at your risk at the Sandal Koti at Shimoga, that the responsibility for natural decay or deterioration of the ma ies due to want of necessary attention has always been and will continue to be your own and that the Chief Conservator of Fores will, however, continue to hold you liable for payment of rent

Letter dated the 25th September 1925. from the William Jacks & Co., Madras. to the Conservator of Forests in Mysore, Bangalore.

We have the honour to acknowledge with thanks - receipt of your letter No.2747 dated 21/22nd instant and we are at present making enquiries re. the probable cost of railing the Tractor from Calcutta to Mysore. We do not think that this should amount to more than Rs. 400/- and will write you further as soon as we receive any - definite information. As regards the second item, we will advise you that it will be necessary for Mr. Fulton to travel from Calcutta and for the Mechanic from Bombay and we estimate that their return fares and expenses - enroute should not amount to more than Rs 450/-.

Letter No. nil dated 28-10-1925 from Messrs. William Jacks & Co., Madras to the Conservator of Forests in Mysore, Bangalore.

"Super-Sentinel" Tractor.

With reference to your letter No.2747 dated 21/22nd instant we regret to advise you that the cost of bringing the Tractor from Calcutta will be higher than at first estimated by us as per our letter of the 25th ultimo. Rail same from Calcutta to Bangalore or Shimoga is absolutely out of the question and we find that if same is shipped from Calcutta here and railed from here to Shimoga the total cost will be about Rs 800/- only and we should be glad to know whether you will accept this figure. The above rate is based upon a steamer freight of Rs 400/- and rail charges from here to Shimoga at as. 15 per maund and it can only be regarded as more or less approximate.

"Sentinel" Steam waggons & Trailers

We have the honour to acknowledge with thanks receipt of your letter No.S.F.C. 5505 and in reply beg to advise you that the only thing which is holding up the question is the price of the special pole trailer required, details of which have been sent to the "Sentinel" Waggon Works and the latter have been asked to cable out the quotation.

The prices of the "Super-Sentinel" Tractors alone are as follows:-

(a) Tractors with steel or rubber tyres 'Direct Drive' Rs. 13,200/- each.
(b) Tractors Reduction Geared with rubber tyres 14,000/- -do-
(c) -do- -do- steel tyres. 14,200/- -do-

The above rates are net f.o.r. Shimoga & Birur) and are based upon a rail freight of as. 15/- per maund from Madras to Shimoga.

As regards the trailer, we do not think the price of same should exceed Rs. 4,000/-, but this is, as stated above, subject to confirmation from England. We ourselves think hat it would probably be cheaper for you to manufacture your wn trailers locally.

We regret the apparent delay in sending you the above quotations but we ourselves have all along understood that th matter was urgent and have been expecting to hear from the Chief Forest Officer as to whether he wished to have a demonstration, as you are aware, would entail bringing the tractor from Calcutta [illegible] a certain amount of repairs and strengthening the roads on which it is proposed to use the Tractors and trailers. This latter would have to be don

We would point out that the above questions are for a tractor to be imported direct from England. You will probably remember when Mr. Fulton interviewed the Chief Forest Officer and the question of the demonstration was discussed it was agreed that a Tractor should be brought from Calcutta for the purpose and if it carried out all the tests satisfactorily, it would be taken over by the Mysore Government straight away. If this is done it would be necessary to add the cost of transporting the Tractor from Calcutta to Madras to the above price. This would be a matter of some Rs. 550/-.

We must again apologise for any apparent delay as regards this matter, but as stated above we ourselves have been waiting upon your own Government Departments before proceeding in this matter. If there is any further information required, please let us know.

Telegram dated issued on 31-3-26 to Messrs. William
acks & Company, Builders' and Engineers' Merchants, Calcutt
om the Conservator of Forests, camp; Shimoga.

errocrete
alcutta.

Your Technical Representative says Demonstration
airer on rubber tyres about which I advised you in my
etter about end of last month stop. I am informed a
pare set of rubber tyres available at Dandeli stop.
nstruct your Bombay office to spare stop. Will bear
ifference in cost while striking final bargain. stop. If
ou insist, will also bear charges for bringing rubber tyres
om Dandeli to Shimoga stop. If agreeable will send your
tter to Dandeli to fetch tyres. Wire reply.

Forestcon.

Copy of the above is forwarded with compliments, to Messrs. William Jacks & Company. Builders' and Engineers' Merchants, Calcutta, for information and necessary action,

"Super-Sentinel" Tractor Demonstration at Shimoga.

With reference to the above demonstration which is about [illegible] to inform you that we have to-day received advice from Mr.Harper, the technical Mechanic detailed to carry the demonstration through, to the effect that all the repairs to the various bridges and culverts recommended by Mr. Fulton in his report of 5-9-25 have not been carried out. The three bridges in question which are unsafe are:

24th Mile. Nothing has been done to this. Even the passengers of the local bus service have to get out and walk over, so we do really do not see how it is expected that same will safely carry an 8 ton Tractor and 10 ton Trailer with an axle load of at least 5 tons.

2/33 Mile. The bridge nearest the Hair-pin bend was apparently being rebuilt when the S.D.O. received orders to merely fill up the water-way with loose earth which has been done and it is absolutely impossible to take the tractor over in its present condition.

33 Mile. This bridge which is the largest and highest requires a thorough inspection. It is 30 ft. high with 3 spans each 34' which means that the whole 18 tons of the Tractor and loaded trailer would be on it at the same time.

We shall be glad to hear from you per return what steps will be taken to place all the above in a thorough... safe condition as before this is done we cannot consent to a demonstration and we have wired Mr. Harper to this effect to-day in reply to a telegram received in which he advises us that you require a demonstration to be undertaken at once The tractor was only despatched by our Calcutta Office on advices from you to the effect that the road was in order. Mr. Harper estimates that it will probably take atleast a month to repair the first and second bridges mentioned above and it is impossible for him to stay in Shimoga

whilst this is being done. At the end of this period the monsoon will practically be at hand which will mean a delay of a further 3 months. According to No. 12 of the conditions of the Demonstration laid down in our letter to you of 12-9-25 you undertake to repair as quickly as possible any bridges or culverts, the weakness of which may cause delay to the demonstration and as stated above we shall be glad to hear from you on this point as soon as possible. We ourselves have carried out our contract in railing the tractor through to Shimoga and sending a Technical Representative there to carry out the demonstration and if this demonstration cannot carried out owing to your failure to place the road in a fit condition we can only hold you liable for all the charges paid by us on only the tractor from Calcutta and back again also all our expenses in connection with Mr. Harper's journey from Bombay to and from Shimoga and his expenses whilst at the latter place.

Letter dated the 12th April 1926, from Messrs. lliam Jacks & Co., Madras, to the Conservator of Forests ysore, Bangalore.

We have the honour to acknowledge with thanks receipt your letter No.C.388/E.I. dated 9th instant, contents ich have our best attention, and we would first of all sten to apologise for any remarks in our letter of the 6th stant, to which you take exception. At the time of ting this letter we must confess that we ourselves did any possibility of the demonstration taking place befc break of the monsoon, but apparently we were misled by the Technical Mechanic as regards the state of bridges complained about, and judging from his letter to-day he must have exaggerated in the first place the ficulty of rendering same safe for the demonstration. this connection we might mention that he first of all reckoned it would take one month to complete the necessary repairs, whereas in a letter to us to-day he mentions one week as the time. As you can imagine on receipt of the first news we ourselves were very perplexed to know what do for the best, as it would either have meant storing th Tractor at Shimoga until after the monsoon or retail same without any demonstration, and the "Sentinel" Waggon Work of course would have required a full explanation.

We understand from Mr. Harper that he has sent a f: for the rubber tyres and we would mention that the reason why this was not done before was that we did not wish to ncur the extra expense if there was no prospect of the emonstration being carried out before the monsoon. You ill understand of course that this decision was arrived a eceipt of the first report re. roads. We trust that th demonstration will now be put through in a perfectly satis facory manner as we feel certain that the Tractor will do everything which is claimed

We were very pleased to receive your full letter under reply and your assurance re. the roads, and we can only again apologise as regards our letter of the 6th.

Re: Sentinel Tractor Demonstration.

I am sending enclosed copy of the letter received from my District Forest Officer about the [illegible] Sentinel Tractor on its return journey with full load. The letter is plain enough and exhibits want of interest on the part of your Technical Representative to make the demonstration exhibit the actual capacity of the steam waggon.

In this connection I might also inform that Mr. Harper has been exaggerating the little difficulties and has unnecessarily created a fuss over a little sinking of the wheels of the Tractor at the 36th mile which necessitated my rushing up to the spot to see what the matter was at the sacrifice of my other work. The engine was however put on the move again without much difficulty and Mr. Harper was induced to take it 9 miles further over some other diversions which I expected would give more trouble than the one at the 36th mile owing to the soft nature of the soil. He manage to pass through the diversions with little trouble and the next day, that is on the 23rd instant, he reached Agumbe about 11 0' clock.

After mutual consultation, I agreed to reduce the wheel base of the [illegible] by 6 feet for easy negotiation on some of the curves of the road and left Mr. Ha[illegible] necessary assistance at Agumbe to proceed with the full load

I do not know what Mr. Harper had written or about to write to you in the matter. But personally, I am of opinion that it would be your interests to send out more enthusiastic person with less of grumbling in him for the demonstration. In my opinion Mr. Harper, not obviously

easily able to perform what is expected of it if only a more willing worker is sent out by you to demonstrate its capacity

"Super-Sentinel" Tractor

With reference to our letter of the 10th November and the quotation contained therein, we regret to advise you that we have received advices from the "Sentinel" Waggon Works to the effect that they have been compelled to increase their prices for their tractors and the present price for a four-wheeled Tractor two speed with large steel wheels is Rs. 15,700/- and with large rubber wheels Rs. 16,500/-. Both these rates are f.o.r. Madras.

Shimoga Demonstration. With reference to the above demonstration we have to-day received an advice from Mr. Harper to the effect that owing to the rear axle of the trailer being bent it was impossible for him to carry out the demonstration as he would have wished, and he fears that owing to the ~~xxxx

with the way in which the demonstration is being carri
We have sent on a copy of your letter to Mr. Williams,
Technical Representative of the Sentinel Waggon Works
Bombay and we have ~~akn~~ asked him to proceed as soon as
possible to Shimoga, via Bangalore and we have also as
him to advise you of the probable date of his arrival
Mr. Harper in a report to us dated yesterday advises u
~~hhe~~ back axle of the trailer was bent and until this d
was remedied he doubted whether it would be possible t
the trailer in a straight line. We will advise you
in the matter as soon as we possibly can.

We must apologise for not writing to you ously
at have been on the move practically all the time since I
eft Shimoga. I have however already forwarded to Messrs
entinels a full report on the subject of our deferred --
ractor demonstration and will inform you of their reply in
ue course.

My report dealt mainly, as you will understand,
ith the subject of the most suitable trailer for your work
nd I am confident that, with this question settled, we sha
e able to increase both your tonnage of poles and to --
ecrease your transport costs.

After deep consideration, I have come to the con-
usion that your existing trailer, though it might be
atched up sufficiently to last for a few trips, would never
be satisfactory if require to run at the speed necessary in
order to complete a round trip in three days. It was
designed for such speeds and would never therefore be re
satisfactory.

However, if you wish to improve, it I would
recommend taking the following steps.

(1) A brake on the rear wheels should be provided.
acting on the rear tyres. This could be applied
screw on gear fixed to a bracket bolted on the centre po

2) Wherever bolts pierce the timber the wood shou
be surrounded by steel plate not less than one-eigth inc
thick This would prevent, to a great extent, the she
of the bolt holes under strain which is largely the caus
the present trouble.

(3) Stout steel rods, say 1¼" dia. fitted with turn
buckles for adjustment should be attached to the central
pole at a point about 3 fee

At the other end each should be attached to a steel strap say 3" x $\frac{1}{8}$", completely surrounding the various timbers the rear axle. This strap could conveniently be made in two halves and bolted together at top and bottom. By means of these tie rods it would be possible to make and keep the rear axle parallel to the front one and would have the secondary effect of considerably strengthening the whole chassis.

I trust these suggestions will be of some use and shall be very glad to hear from you on the subject.

As my presence was very urgently required up here I was unable to spare the time for an interview with the Chief Engineer, P.W.D. I trust however that the many improvement already made in the Shimoga-Agumbe road will be continued and that the places where curves have been widened will be liberally metalled and subsequently rolled. When you realise that the overall length of tractor and trailer is nearly 22 yards and the weight (fully loaded) at least 16 tons, you will appreciate the importance of such points and the necessity of making things as easy as possible for the man driving. If he has to drive to an inch or two owing to road difficulties he must drive very slowly and that means if the time table is adhered to, going at excessive speed somewhere else with a consequent increase of risk. I therefore trust that you will, as far as possible, make sure that these points receive attention during the road mending season.

Hoping you are very well and with kindest regards,

P.S. The above address is only temporary and I would be obliged if you would use the Madras office of Messrs. William Jacks & Co., for any reply.

Letter No. nil dated 27th May 1926, from Messrs. William Jacks & Co., Madras, to the Conservator of Forests in Mysore, Bangalore.

Shimoga Demonstration.

We have the honour to acknowledge with thanks receipt of your letter No.11735 dated 25th instant, contents of which have our very best attention, and you will have since received Mr. William's letter from Khargpur of the 21st instant.

As regards the November demonstration, we ourselves are of the opinion that it would be very much better to obtain a trailer from England as per Mr. Fulton's original advice on the subject and we have put up this suggestion to Mr. Williams and are now awaiting his reply. On going through the back correspondence, after he returned to Calcutta, we find Mr. Fulton gave the Sentinel Waggon Works full details of the trailer he favoured and we have asked Mr. Williams whether he can endorse Mr. Fulton's ideas and opinion. If this is so, as stated above, we favour getting the trailer out for the fresh demonstration and we should be very much obliged by your letting us know whether in the event of same giving satisfaction, the Mysore Government would take same over along with the Tractor. We think that it would be only necessary for you to import one trailer as you would be easily able to get the design copied and made locally, probably at a very much cheaper cost than importing.

Adverting to your letter of the 27th May 1926, suggesting the advisability of getting a trailer out from England for the demonstration to be carried out in the Shimoga District in the month of November 1926, as per Mr. Fulton's advice on the subject, I have the honour to request you to recommend a suitable trailer and the cost thereof will full specifications. Other details apart. I should like that the wheel-base of the trailer should be capable of adjustment so as to suit logs varying in lengths from 13 to 45 feet in lengths.

Letter ~~xxxx~~ dated the 9th June 1926, from Messrs. William Jacks & Co., Madras, to the Conservator of Forests in Mysore, Bangalore.

We have the honour to acknowledge with thanks receipt of your letter No. 12474 dated 7th instant and in reply woul advise you that we do not think the cost of a special trailer should exceed Rs. 4,000/- f.o.r. Madras, fitted with rubber tyres. The original specific details laid down by us/ report are as follows, and th we have passed on to the Sentinel Waggon Works

1. Maximum length of poles 45
2. Number of poles per trip 13.
3. 13 poles equal approximately 10 tons.
4. Suitable Chains should be supplied for binding the Poles together.

5. When returning empty, it would be more convenient the Trailer Axles could be brought close together (telescop fashion) so as to allow a greater speed.

6. The trailer wheels should be sufficiently broad to allow of it being taken over un-metalled roads or, on occa over ground of a soft nature, but not bog or marsh land.

7. Rubber Tyres would not appear to be necessary, bu if you consider this essential or advisable, an alternativ quotation could also be given:-

(a) For iron Wheels.
(b) For Rubber Tyres.

8. A suitable allowance will require to be made in th length of the Trailer Draw-bar so as to permit of a sufficient "radius of swing" when the Trailer and Tractor are negotiating bends, and to allow for the overhand of th poles.

9. A low type of Trailer will be more convenient for loading and unloading.

We should be very much obliged if you could let us have your comments on the specification, which according to Mr. Williams seems to fi

and they would be too expensive. We should be very
indeed to receive your permission to import a trailer
specification as we think that the sooner same is put
hand the better, as we do not anticipate same would ar
before three months and even if ordered now.

Letter No.12739 dated the 12th June 1926 from the Conservator of Forests in Mysore, Bangalore, to Messrs. William Jacks & Company, Builders and Engineers' Merchants, Post Office Box No.1282, Madras

I am in receipt of your letter of the 9th instant indicating therein details of the trailer you have suggested for use along with the Sentinel Tractor. I have already informed you that the transport of 45' Balgi Poles is only a special order and the trailer will have to be used for shifting logs of shorter lengths say up to 13 ~~x~~ feet ~~long~~ to 20 feet lengths. It is, therefore, necessary that the trailer should be capable of being used for this purpose.

I have already written to you as to what approximate cost of the trailer would be to enable me to obtain formal orders of Government to place a definite order with you for importing a trailer and its purchase later on if the demonstration should prov successful as per original agreement. An early reply will oblige

Jacks & Co., Agents, The Sentinel Waggon Works Ltd., Madras, to B. V. Ramaiengar, Esqr. Conservator of Forests in Mysore, Bangalor

We thank you for your letter No.12739 dated 12th instant contents of which have our best attention and we have cabled Londo for an approximate quotation for a trailer suitable for your work. We will advise you further as soon as possible.

Letter dated 31st July 1926, from Messrs. William Jacks & Co., Agents, The Sentinel Waggon Works, Ltd.. Madras, to B. V. Ramaienga Esq., Conservator of Forests in Mysore, Bangalore.

With reference to your recent correspondence, also your recent call upon us we have the honor to advise you that we have received a cable from our London firm quoting for the special Trailer required and we would quote you Rs.5,750/- for same. This price is nett f.o.r. Madras. In their cable to us our London Firm advise us that they are sending full particulars of the above trailer by mail. We trust that the above information will be sufficient for you to obtain formal orders of Government to place an order with us for a Trailer.

Letter dated the 26th August 1926, from Messrs. William Jacks & Co., The Sentinel Waggon Works, Ltd., Madras. to the Conservator of Forests in Mysore, Bangalore.

In continuation of our letter of the 31st ultimo. we now have the honour to enclose herewith a specification of the trailer we have offered and at the same time, for want of anything better, we are sending you three copies of a photo showing the style of the trailer in question. The Company point out that the photos a not so complete as they could have wished, but they trust xhx they will be sufficient for your purpose.

We trust we shall shortly receive your instructions in this matter.

SPECIFICATION OF A "DYSON" ALL STEEL TIMBER TRAILER.

CARRIAGE FRAME 5 ft. x 4 ft. 2". is constructed by 4" x 2" channel welded up to form one continuous frame, with two channel longitudinals running the full length inside the framing.

SUB-FRAMES each 5 ft. x 1 ft. 1". also constructed from 4" x 2" hannel steel, welded up to form one continuous frame.

SPRINGS four springs are fitted to ensure that the load is erfectly insulated from all road shocks. These springs are of he laminated pattern and are tested to carry load far in excess f actual requirements.

SPRINGS SLIDES & SHOES. Our own design, of best quality steel, ront shoes stationary, rear shoes x fitted to machined slides, giv- ng the springs the easy sliding motion.

AXLES Our own make, of solid square high tensile steel, journals inely machined, oil grooved, and fitted with floating phosphor -- ronze bushes, ensuring cool bearings at all speeds.

WHEELS are of the double steel disc or cast steel type with teel tyres.

BRAKE Powerful internal expanding type, reliable braking and niform gear obtained, and all adjustments are performed in a very imple manner, brakes shoes, lined with Ferodo operate inside 16" rums. The brake is operated from the driver's seat by wire cable nd by a hand lever from side of semi-trailer.

REACH The reach is made of 8" x 4" rolled steel joist, and has ight adjusting positions, enabling a pipe or log between 5 ft. and) ft. to be carried. The reach is 20 ft. long and is attached to he carriage by two channel guides. The carriage can be adjusted nywhere along the reach by the power unit in 2½ ~~months~~.minutes.

BOLSTERS. Two timber bolsters are fitted, 7 ft. wide or 6" x " channel steel.

Letter dated the 29th October 1926, from Messrs. William Jacks & Co., Agents, The Sentinel Waggon Works, Ltd., Madras, to the Chief Conservator of Forests in Mysore, Bangalore.

In continuation of our letter of the 26th August, we have the honour to request you to let us know what is the present position as regards the Sentinel Steam Tractor demonstrat..., ...ther ou require us to import a trailer as per our letter mentioned abov ...nd whether you wish the demonstration proceeded with.

We should be very much obliged by your letting us have some information on this point as we should like to see same settled.

Letter No.D.969/26-27 dated 4-1-1927 from the Conservator of Forests in Mysore, Bangalore, to Messrs. William Jacks & Co.. The Sentinel Waggon Works, Ltd., P.B. No.1282, Madras.

With reference to the correspondence resting with your letter dated the 29th Oc... honour to state that -- Government have sanctioned the outright purchase, in case the demonstration proves successful, of a special Trailer in connection with the demonstration of the Sentinel Tractor for the transport of Balige Poles of and above 45 feet in length, at a cost of Rs.5,750/- f.o.r. Madras. Please, therefore, order by cable for the Trailer and as well as arrange for the demonstration at the end of February or early March 1927. The favour of an early reply is requested.

Letter dated the 15th January 1927 from Messrs. William Jacks & Co., Kt, Agents, The Sentinel Waggon Works, Ltd., Madras, to the Conservator of Forests, in Mysore, Bangalore.

We have the honour to acknowledge with thanks receipt of your letter No.D.969 dated 11th inst. and we have cabled for the trailer required.

As regards the price of Rs.5750/-, we might mention that freight are advancing from 1st February next and we presume that there would be no objection to your paying any increase in price necessitated by this. Such increase should not amount to more than Rs.50/60.

Letter No.D.969-26 dated the 26th May 1929, from the Conservator of Forests in Mysore, Bangalore, to Messrs. William Jacks & Co., Agents, The Sentinal Waggon Works, Ltd., Madras.

I have the honour to acknowledge the receipt of your letter I intimating the probable arrival of the trailer and the possibility holding a demonstration about the end of the month. I have the h to state that it is to be very much regretted that there should ...ve been so much delay in obtaining the trailer. Now that rains have commenced, I am not quite sure if the demonstration will be carried out in favourable conditions. I would suggest one of you Engineers going over the grounds to see if it is possible to carry out the demonstration at all.

The tractor itself has been stabled at Shimoga for a year now nd do you not consider it necessary to get it cleaned and examine everything o assure yourself if/anything is all right.

With reference to our letter of the 24th instant on further consideration, we propose with your permission to postpone the demonstration until the rains have finished.

We think, as there must obviously be a big risk of failure to hol-d a demonstration at the present time owing to the rains, that it will be unwise to send up the trailer to Shimoga and arrange for a Technical Representative to journey there and we therefore suggest that it is better to wait for a few weeks.

We trust that this will meet with your approval and should be glad to know the earliest date on which you think the demonstration will be possible.

Letter dated the 11th January 1928, from M
Jacks & Co., Agents, The Sentinel Waggon Works, Ltd., Madras.
to the Conservator of Forests in Mysore. Bangalore.

Sentinel Shimoga Demonstration.

We beg to draw your attention to your letter of the 13th eptember last No.D/2/262/27 regarding the above; In this lett ou informed us that the Demonstration could not take place unt ebruary next and we should be glad to have the definite inform ion as to about what date in February the demonstration could e definitely made.

In the meantime we trust you will instruct your Engineer t Shimoga to see that the roads are put in proper repair af he rains and also to see that the bridges are sufficiently o take the weight of the Sentinel Tractor and Trailer.

Letter No.1581 dated the 17th April 1928, from the District Forest Officer, Shimoga Division, Shimoga, to the Conservator of Forests, Shimoga.

I have the honour to submit herewith a note on the Sentinel Tractor Demonstration conducted by Mr. Harper, representative of the Sentinel waggon Works, Ltd., Madras, on Shimoga-Agumbe Road between the 11th and 15th instant.

2. The margin of the note contains Mr. Harper's remarks on the several statements made by me. Mr. Harper's letter dated the 17th instant is also enclosed.

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Mr. Harper's letter to Mr. Narasimha dated 17-4-28

@. I have looked through your report, and find your figures correct with mine.

The speed with a load on the return journey worked out to an average of 4.5 miles an hour.

"Sentinel" Tractor Demonstration at Shimoga.

Confirming the writer's call on you on Friday last, we have
he pleasure in enclosing a brief report which we shall be glad
f you will kindly read in conjunction with report submitted by
istrict Forest Officer, Shimoga.

We have done every thing possible to make this demonstration
practical success and we think we are justified in saying that
he results accomplished show this success could have been achiev
ut for the condition of the road.

The tractor actually ran and pulled remarkably well even und
dverse conditions, an indication of which is given at the top of
page two of the District Forest Officer's report. For a heavy l
f this type, a reasonably good bearing surface is most essential
nd if this were provided throughout the route, together with the
ther road repairs mentioned in our report, the issue would be --
ite favourable.

As you are aware we have incurred expenses to the extent of
several thousands of rupees, spread over a long period. We are
herefore anxious to have this matter brought to a settlement as
arly as possible, and shall be glad to hear if you now propose
o take up the Tractor and Special Trailer.

After an inspection of the Shimoga-Agumbe road paying particular attention to the two diversions at the 36th and 24th miles, I consider that the road and diversions as at present are not yet in a suitable or reasonable condition to run the Sentinel Tractor an loaded trailer from Agumbe to Shimoga. In fact, with much greater power and the two diversions mentioned above in the same condition it would not be possible to negotiate them continuously without great difficulty, if at all.

Mr. Fulton's report dated 5th September 1925 covers the most salient road locations needing attention, but though a little has been done, this has not been very effective. The conditions are really unimproved and in some cases the road surface is worse than before. Moreover, the four diversions which exist at present were not then anticipated.

The Road Generally. There are some very bad stretches of road and where this occurs with a steep gradient the speed is considerably reduced and driving is real hard work. There is one long stretch up in particular between the 28th and 24th mile which was actually negotiated with Tractor and loaded trailer. Also at 55th 50th mile. These gradients with a bad surface actually traversed give a very fair indication of the Tractors capabilities, though speed was naturally greatly reduced.

Some of the bends mentioned by Mr. Fulton have been widened and improved, but the widened surface has not been suitably made into a bearing surface. Loose metal and earth has been neatly placed in position, --But it has not been stamped, rolled or consolidated in any way to make a bearing surface sufficiently strong for the Tractor and loaded trailer to pass over without sinking in or getting stuck. The speed at these bends was at snail's pace to avoid such a contingency.

The Diversions. 43rd Mile. 2/45th Mile. Bus and other traffic has been allowed to proceed over these diversions resulting

These were crossed by the Tractor and loaded trailer here again demonstrating the ample power of the Tractor. One of these diversions is being bridged and the other could be improved by a building up of the road surface.

Diversion--36th Mile. The bridge here is unsafe and this diversion crosses a river bed approached by fairly steep gradients. The surface of these gradients is at present fairly hard and they were negotiated without much difficulty but the crossing itself is not suitable. This has been built up with rubble masonry and sand and paved with two tracks of stone slabs. Some of the slabs smash under the weight of the tractor and trailer, due perhaps to insufficient packing underneath. The Conservator of Forests, Shimoga, reports on all that happened on this crossing. In any case, to steer a tractor and trailer over two lines of slabs calls for very careful maneeuvering and leaves no margin for error. Unless the bridge is repaired the only solution I can suggest is strong masonry or concrete causeway. This could be built sufficiently well to be unaffected by the floods which pass over during the rains.

Diversion 24th Mile. This bridge at the 24th mile is considered unsafe though it has been reinforced with stout timbers. It might possibly be made safe with cross bracing, but the masonry the abutments or retaining walls is unsound. A steam roller was allowed to cross recently but though application was made to the Executive Engineer a week before the demonstration took place, permission to cross was not given. It was also suggested that the Tractor should go over the diversion and then haul the loaded tra across the bridge by means of chains, but this suggestion was not approved.

The diversion with steel gradients of about 1 in 9 with a poor surface is not a practicable proposition for a heavily loaded vehicle to cross. Some loose metal and earth has been thrown on in places, and though the surface may appear fairly hard, it is by no means the case as is shown by the Forest Officers report.

To bring the road generally into the condition which Mr. Fulton had in mind when this proposition was first discussed would require ensive road work to be carried out under strict and expert superion.

The trip accomplished up to the 24th mile under adverse conditns generally with loaded trailer is sufficient to confirm the le power of the Tractor to carry out the work required.

With the improvement of the road as indicated above, much ter timing could be made with the result that the scheme could ily be a sound and economical proposition.

Sentinel Demonstration, Shimoga.

We thank you for your Memo No.D2-262-27 embodying a copy of your letter to the Conservator of Forests, Shimoga, in which it is stated that we may be requested to remove the Waggon and Trailer in accordance with the terms agreed upon.

These terms postulated that the necessary repairs to the road and bridges would be carried out by you, but we regret to say that these have not been done. There are also four diversions which were not originally considered and which would be automatical obviated had the necessary repairs to the bridges been carried out.

In spite of these adverse conditions however the Sentinel Tractor put up a very creditable performance as far as the road conditions would permit, quite sufficient to demonstrate that it can do the work required under normal conditions.

After a visit to the site and talking this matter over with the various Officials concerned, we have gathered the impression that for the present, lack of funds, labour and other contributary causes, do not permit the reconditioning of the road to the state equired, and that you therefore wish to terminate this matter. If we are in error we shall welcome your correction.

Under these circumstances if you now wish us to take back the Tractor, it will mean that we take over a second-hand vehicle considerably depreciated from a selling point of view and therefore difficult to dispose of. We are sure you will be willing to meet us in this respect, in addition to other expenses incurred already agreed upon, a statement of which is at present under preparation. The question of the Trailer comes under a rather different category. The Trailer originally supplied by you was mutually agreed to be unsuitable, and at your request a special Trailer was imported on the terms that it would be purchased outright in the case of a successful demonstration.

will be possible to dispose of it in India, in which event the only solution is to reship home, with all the attendant expenses thereof.

We shall be glad if you will kindly consider this matter carefully from both our points of view and in relation to all that has transpired and favour us with a reply detailing your decision, and the reason thereof.

We feel quite confident that if the decision mentioned in the first paragraph of this letter is adhered to, we can rely on our claims being met in full.

Re:Sentinel Demonstration-Shimoga.

With further reference to our letter dated 5th instant we enclose herewith a preliminary statement of the expenses incurred in connection with this Demonstration for your information.

There are still one or two more items of expenditure in relation to which we are collecting further information and vouchers and details of these will be sent on to you as soon as they are ready.

The question of the return freight on the Tractor depreciati and also the question of the trailer has still to be considered and we shall be glad to hear from you on these points.

We on our part have fully carried out everything possible with this demonstration according to the original terms and we are sure you [illegible] us on the question of the depreciation of the tractor and also reshipment of the trailer if it is found necessary.

EXPENSES INCURRED IN CONNECTION WITH THE SHIMOGA DEMONSTRATION.

Date.	Particulars.	Rs. As. P.
4-3-1926.	Rly. freight paid and Insurance charges on 1Tractor to Shimoga.	1,702- 0- 0
29-3-26. 28-4-26	Expenditure of Mr. Harper as per his A/c.	5[illegible]
29-4-26.	Amount paid by Mr. Harper to Sentinel Fitter for his expenses.	111- 0- 0
15-7-26.	Expenses incurred by Mr. Williams as per his a/c.	141-10- 0
10-5-26.	Mr. Williams First Class Rly. fare and his Servant's ticket from Bombay to Shimoga.	86- 4- 0
10-5-26.	Cost of telegrams to Conservator of Forests, Bangalore, Mr. Harper, and Wm. Jacks & Co. Madras.	4- 6- 0
15-4-26.	Cost of telegrams to Mr. Harper and Wm. Jacks & Co., Madras.	5- 2- 0
4-4-26.	Cost of telegrams to Calcutta, etc.	8-13- 0
8-4-26.	Cost of telegramme to Shimoga.	4- 4- 0
30-4-26.	S u n d r i e s.	2- 6- 0
9-8-26.	Mr. Harper's salary for 4 days in March '26, April 1926 and 16 days in May 1926.	246- 2- 0
9-8-26.	1/3 portion of Mr. Williams Salary for 7 -- days from 8th to 14th May 1926.	63- 8- 0
12-4-26.	Insurance premium, Rly. freight on 1 c/s. fittings, etc., as per their bill.	329-10- 0
31-5-26.	Sentinel Fitters wages from 25-3-26 to 4-5-1926 as per bill.	121-15- 0
31-5-26.	Sentinel fitter expenses in connection with Shimoga Demonstration.	17- 2- 6
19-5-27.	Cost of telegrams as per a/c.	4- 9- 0
23-5-27.	-do-	2- 4- 0
19-5-27.	-do-	12- 2- 0
31-5-27.	Duty, harbour dues and landing charges on trailer.	689- 0- 0
23-3-28.	Rly. freight and cart-hire on trailer.	451- 8- 0
30-4-28.	Mr. Harper's expenses as per a/c.	404- 7- 0
28-4-28.	Mr. Hilliard's espenses as per a/c.	137- 3- 0
	Total.	Rs. 5,092- 0- 6

Madras, 19th May 1928.

Per pro. William Jacks & Coy.,
Sd/-

Letter dated the 27th July 1928, from Messrs. William Jacks & Co., Engineers, Builders Merchants, 20, Second line Beach, Madras, to the Chief Conservator of Forests, Shimoga.

Re:--Sentinel Tractor & Trailer Demonstration
Shimoga.

With further reference to our letter dated 19th of May we anticipated that you would go carefully into this question and then communicate with us, but we regret that you have not done so.

In the meantime we have collected further details of expenses incurred and enclose a statement including these expenses and also depreciation and return freights and charges.

In the event of your adhering to the decision indicated in your memo addressed to the Conservator of Forests, Shimoga Circle, sent to us under No.D2-262-27 we will formally submit our claim.

Sentinel Tractor & Trailer Demonstration, Mysore.

Expenses as per statement submitted.	Rs.	5,092- 0- 6
Freight ~~charges~~ and other charges not included in the above.		93-15- 0
Depreciation on Tractor Rs.14,400/- 45 per cent.		6,480- 0- 0
Trailer Rs. 5,750/- 33.1/3 per cent.		1,916-10- 8
Return Freight on Tractor and charges.		1.795-15- 0
Return freight and charges on Trailer.		451- 8- 0
Removal charges.		350- 0- 0
Re-shipping charges on Trailer.		452-11- 4.
Total.		16,532-12- 6

Letter No.D2-262-27 dated the 6th August 1928, from the Chief Conservator of Forests in Mysore, Bangalore, to Messrs. William Ja & Co., Builders, Engineers and Merchants, Post Box No.1282, Madras

Adverting to your letter of the 5th and 19th May 1928 regardi e taking over of the Sentinel Waggon as per the conditions un ich the demonstration was arranged, I have the honour to state a llows:--

Mr. Fulton, your former Technical Representative wrote and ggested certain improvements and modifications to the road and idges over which the demonstration has to take place and all the provements were effected by the Government. The road was gone er by Mr. Harper on both the occasions on which the demonstrati re attempted; and the little improvements suggested by him at t me of the last demonstration were also attended to. It will th seen that this portion of the contract has been attended to, r side. I may add that the road surface was not commented upo any of Messrs. Fulton, William or Harper.

In reply to your statement that the performance of the tract s creditable, I wish to enclose for your information extracts f e letters of the Shimoga District Forest Officer, and the Conse tor of Forests, Shimoga, which will probably reverse your opinion this respect.

According to Mr. Fulton's original estimates, the Sentinel actor was calculated to perform a journey of 5? miles with a load 7 tons in every alternate day, and the cost of such transport ll work out to about Rs.6-12-0 per Balgi Pole. From the figures rked out by the District Forest Officer, and agreed to by Mr. rper, it will be seen that under the best of circumstances, the actor is not capable of hauling that load; and even taking into nsideration its performance on the best section of that road, the tuals would work up to about Rs.1?/- or more, per pole, a rate ry much higher than what we, at present, are paying to country rt transport.

I, therefore, have got to say that, so far as the financial

financial side of the question is concerned, the Sentinel Tractor is not a working proposition in Forest operations over long distance haulages.

As regards your other contention that it is going to be a second-hand machine, I may point out that a machine can certain become a second-hand one, after it has been used but twice and that too, for a short period on each time. It would be unfair to call it second-hand and make the Mysore Government make good the depreciation.

As regards the Trailer, I might invite reference to my letter No.12739 dated 12th June 1926 and your reply thereto, (vide letter dated 17th June 1926 from Madras) wherein it has been clearly mentioned that the Trailer would be purchased under similar conditions as is prescribed for Sentinel Tractor itself. The main -- point is that I, on my side, am quite prepared to strictly adhere to the terms of demonstration mentioned in your letter of the 12th September 1925, and meet the following charges:--

1). Cost of shipping or railing the Tractor and Trailer to Shimoga.

2). The 1st and 2nd class travelling expenses of the -- Technical Representative and the Mechanic, to and from Shimoga and their head quarters.

In these two, there is no going back. Further, I do not understand how you claim any money towards the so-called depreciation except the charges mentioned in clauses (1) and (2) of the terms as is clear from Cl.15 and the explanation following it stated in your letter of the 12th September 1925.

Referring to the statement of expenses furnished in your letter of the 19th May 1928. I may point out to you that the sum of Rs.1,702/- charged as railway freight and Insurance charges on one Tractor, to Shimoga is quite different to the one quoted by you in your letter of the 10th November 1925 wherein you finally raised your original estimated cost in respect of this item of expenditure from Rs.400/- to Rs.950/-. The amount now quoted exceeds even the cost of importing the Trailer from England, now

... the charges originally estimated by you could have nearly doubled itself, is beyond my comprehension. Again, the severa other items of expenditure mentioned in your statement referred above, are quite inconsistent with the terms of demonstration agreed upon, and as such, I must say that I am unable to meet th unless they are revised as per clause (2) of the conditions viz. the first and second class travelling expenses. I may further that it is only after definitely ascertaining from you the cost demonstration which you put down as Rs.400/- subsequently raised s.950/- for shipping the Tractor to Shimoga, and Rs.450/- for t xpenses of the Technical Representative and the Mechanic, I obt d the sanction of my Government for meeting the expenditure up hat limit. The question of importing the Trailer from England ropped up later on, unexpectedly and I have no objection to meet ts actual cost of import to Shimoga in addition to the two items expenditure mentioned above. But, to expect the Government t coup the depreciation charges and the purchase of the Trailer a ther miscellaneous charges mentioned in your statement, is not air as they do not find a place in the conditions referred to -- bove. As such, I hope you will see your way not to press such ems in your reply.

I, therefore, request you, under the circumstances to let me ve your final bill of charges to which I am liable, as stated ove, and make arrangements to take back the Trailer and the -- actor from Shimoga.

Letter dated 17th August 1926 from Messrs. William Jacks & Co., Engineers, Builders Merchants, etc., 20, Second Line Beach, Madras to B. V. Ramaiengar, Esqr., Chief Conservator of Forests in Mysore Bangalore.

1. We thank you for your letter D 2/262-27/1 dated 6th of August and have deferred our reply pending receipt of your direct correspondence to Calcutta which we have now received.

2. We regret we cannot agree that the improvements and modifications to the road and bridges suggested by Mr. Fulton have been carried out, and this is the reason why we have been unable to carry out a completely successful demonstration. If they had there would be no road diversions and it is here that your portion of the contract has not been attended to.

3. Mr. Fulton did comment on the surface of the road and you will find the following paragraph in his report.

> "General. The road is fair in places but there is an aggregate of about 5/8 miles in patches of approximately ½ furlongs per mile in low ground which are very bad on account of the shade and damp. These places should be rebetalled and rolled and suitable drainage provided

Immediately Mr. Harper arrived in Shimoga and had an opportunity of inspecting the road, and he reported very adversely on its condition and we would refer you to our letter of the 6th of April 1926, in which we referred to his reports. You stated Mr. Harper's reports to be exaggerated, but later when Mr. Williams visited Shimoga where he arrived on the 11th of May 1926, he emphatically confirmed all Mr. Harper had to say on the condition of the road and discussed this matter verbally whilst there. An extract of his report reads as follows:---

> " Mr. Fulton has already reported fully on the road, but as that was some time ago and some work has been done on it since, it is advisable to amplify his remarks. He called it 'fair' in places but should have added (in my opinion) that where it is not fair it is very bad indeed. The Dodge bus on which we went out averaged barely 9 m.p.h. for the first 18 miles and used its bottom gear very frequently"

He also mentioned that repairs to the road were attempted by merely throwing earth on them later and the writer has personally seen and reported the same thing. We were informed that labour for road work was very difficult indeed to obtain.

Officer's letters cannot really be taken on their face value but should be read embodied in his complete reports. For instance, you mention in one extract a gradient of one in nine. This is a deviation with a soft surface which would not occur if the relati bridge was in order. On the steep hills mentioned the speed was limited owing to the very bad road surface. In fact, letter No. 1581 dated 17-'-1928 written by the District Forest Officer, -- Shimoga, from which you quote is in itself evidence of the condition of the road, and in one place actually states

"owing to the condition of the road"

Coming now to the financial side of the question, Mr. Fulton original figures were based on working seven months per year, but even if we accept the workin; period of five months only, as now put forward by you, we cannot accept the Shimoga Forest Officer's estimated running costs and comparison between the Tractor and -- Trailer and Carts.

In the first place it is based on the present condition of the road. Further in the running costs of the Tractor and Trailer a sum of Rs.490/- has been debited being seven months hal pay for driver and assistants. We do not think you will subsidd carts during the monsoon period, and they will work elsewhere. The Tractor and the men can be employed elsewhere, with a corresponding reduction in the overheads charged on the cost of transporting only 480 poles. This would bring the ultimate cost per pole to much below the present cost of carting same.

The whole of the Shimoga District Forest Officer's report No 581 is written to support the contention that the Tractor is unsuitable and should be taken back and the conversations he had with Mr. Harper and the writer confirmed this attitude. This report however may be read impartially and is a good indication the cause of the difficulties experienced. With the road in good condition, no diversions, and running for seven months, -- figures very close to those originally estimated by Mr. Fulton would be obtained.

In regard to depreciation, this can only be calculated on an

an estimated resale value. The Tractor has been Shimoga over two years and the tyres will have deteriorated. Since the Tractor was first put into use in April 1926 and then left standing it will also depreciate in value. It is generally accepted that plant and machinery having once been put into use depreciates if left standing. We can only sell the Tractor as a second hand vehicle and it is doubtful if we shall obtain as much as 50 per cent of the original selling price. The original delay occurred owing to the state of the road and because a suitable Trailer was not provided.

The approximate freight on the Tractor to Shimoga was based on shipping and Railway Co.'s quotations to us. After six months negotiations you telegraphed [illegible] on the 3rd March 1926 asking for the demonstration to commence on the 22nd of that month. In an endeavour to comply with your urgent request, Calcutta at once booked a waggon and despatched the tractor to go the whole way through by rail. The figure queried by you was charged by the Railway Authorities and can be verified.

In regard to the other miscellaneous charges, these do not represent the whole of the expenses incurred by us in this matter. Other tractors of a similar type has been imported and sold since the Tractor was first despatched to Shimoga, so that it would have been sold prior to new importations. Interest charges would be -- therefore quite a reasonable charge and these have not been included nor have overhead expenses incurred by Calcutta, Bombay and ourselves.

You will remember that originally in 1925 we were invited by the Secretary, Stores Purchase Committee, Bangalore, to send up a Technical Representative with a demonstration in view, and all circumstances considered, we think it only fair that you should meet in full the claim bill which we now submit without further delay. With the prompt settlement of our claim we ask for this demonstration will still be a distinct loss to us.

We shall be glad to have your confirmation that you are effecting a settlement at an early date.

etter No. 8397 dated 2-3-26 from the Conservator of forests in ysore, To Messrs. William Jacks & Co.,

"With reference to your letter of the 8th ultimo, I have the onour to request you to make arrangements for the demonstration of he Sentinel tractor early in the third week of this month. I am nformed by the Chief Engineer that the roads will be ready by that ime.

As regards Rubber tyres, the Chief Engineer is of opinion hat rubber tyres should be used in preference to iron ones to save nnecessary weight on the roads. If they are found unsuited, the ques-tion of going in for rubber tyres will be considered.

The demonstration may be either with rubber or iron tyres hich ever is available immediabely. I hope you will be able to ar-ange to have the demonstration by the time noted above to enable e to work the tractor for another couple of months before the mon-oon commences Viz., in May next".

45

COPY

Letter No. 8821 dated 12-3-26 from the Conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"I daresay you are informed by your Head-Office at Calcutta that they are making arrangements to have about the 21st of this month the practical demonstration of the transport of some wooden poles from our forests to Shimoga by Sentinel Steam Waggons and I believe that you are also aware of the terms under which this demonstration has to be carried out. One of the conditions is that the fire wood has to be supplied by the Department for the Demonstration. When your Technical Representative was here I remember that he informed me the sixes of the firewood billets to be cut and collected but I cannot place my hand on the exact specifications of the sizes. Will you please let me know by return of post in what sizes the firewood has to be cut and collected and at what intervals along the sixty miles the tractor has to run up and down".

Letter No. C. 388 dated 8-4-26 from the conservator of Forests in Mysore, to Messrs. William Jacks & Co.,

With reference to your letter of the 6th April 1926 about the Super Sentinel Tractor Demonstration at Shimoga, I write to inform you that our Chief Engineer, Mr. Harper and myself went over the road yesterday.

(2) Regarding the bridge at the 24th mile, a diversion has been given and Mr. Harper's complaint is only to the effect that about ten yards of the road has got a steep grade and that the road surface is not hard enough for the Tractor: the necessary improvements are undertaken and will be ready in three or four days.

(3) The Bridge at the 2/33 mile; The bridge has been strengthened by means of additionas supports to the girders. It is only a matter of few hours work. Mr. Harper is agreeable to this.

(4) 33rd mile: There was no mention of this bridge in Mr. Fulton's report and after investigation, the Chief Engineer and myself have agreed to give a diversion here also and this work will be also ready in three or four days.

(5) Our public Works Department expect to have these improvements complete in the course of three or four days.

(6) It will thus be seen that Mr. Harperis letter to you is an exaggerated account of the condition and if he was more definite at the very first as to what he wanted the road would have been more fit by this time. The work has been taken up and what is absolutely necessary for the purpose of demonstration will be done.

In this connection, I must point out that I sent a telegram to your firm in Calcutta to get through the demonstration with rubber tyres and yesterday, I received a reply to the effect that the letter has been forwarded to you for action. I am sorry to observe that my telegram should not have received earlier attention on the part of your firm at Calcutta nor have you written to me regarding the action taken on that telegram, a copy of which is herein enclosed for your reference. However, Mr. Harper infor-

informed me yesterday that you had written to him that you were agreeable to have the demonstration with the rubber tyres. I hope that you will be able to get rubber tyres on to Shimoga in about a week so that the demonstration may start on the 16th instant when I have arranged to have with me our chief Engineer and the Electrical Chief Engineer to the Government of Mysore who are also interested in viewing the demonstration. On my side I can tell you that the road will be made fit for the demonstration by the time you arrange to get the rubber tyres over to Shimoga and have them fixed up to the tractor.

The necessary repairs to the road as suggested by Mr. R Fulton in his report have all been attended to by the Public Works Department and what has been done at the three points referred to by Mr. Napper is a matter of opinion which cannot be all one-sided. Now that our Chief Engineer has inspected the road and arranged for the necessary improvements to be made at the three points within the course of the next few days, it is unnecessary for me to add that our portion of the contract will have been fully executed. Now it rests with you to show the capacity of your tractor.

I may also be permitted to point out to the strong language in the latter part of your letter for which I must take objection. I particularly wish to invite your attention to clauses 11 and 12 on page 3 of your letter of the 12th September last wherein provision has been made for all such contingencies.

Mr. Mascarehas's letter Nated 24th April 1926 (Camp) Agumbe.

Dear Sir,

The trailer was got loaded yesterday morning at 8 A.M. It left with the load and Mr. M.G. Venkata Rao followed it as per your instructions. As I was just going to the jungle, he hurried back and told me that the trailer was stuck up at about two miles from Agumbe with one wheel in the side drain, the tractor being unable to pull it out in that portion we immediately proceeded to the spot with the necessary help. We had to cut the road edge and pack up the side drain with earth and stones. Three or four attemp were made and the trailer wheel moved only in the side drain and would not come up the drain. It was only after pulling for about 100 feet along the drain that it was brought on to the road. Mr. Harper refused to attempt any further running and leaving the loaded trailer by the foad side brought the tractor to Agumbe. As a result of this accident, the wood-work of the hind axle is a bit cracked.

It is strange that this accident should have happened at all. The foad at this place is in a gentle curve and is in cutting The foad way proper is 15 feet wide and including side drains it is 21 feet wide. The track of the real wheel of the tractor shows that it has gone close to the edge of drain for a distrnce of 50' before it slipped into the drain which is foot deep at this place. It is a pity that no caution was taken to keep the traitor in the center of the foad.

Mr. Harper thinks that it is no good attempting to do any-more work with this tractor not on account of the small damage to the wood-work of the hind axle, but he thinks that the hind wheel axle is twisted which does not appear to be the case. He thinks that as there was this accident even in sucha flat curve, accident eill be certain in sharper curves and he could not be persuaded to do it. He feels that he is fed up with this job and has done his best and cannot do anything more. He means to return to Shimoga tomorrow.

I beg to suggest that a higher representative of the firm

may be sent for immediately either from Madras or Bombay to see the thing himself and decide the matter finally.

I am sorry I am not doing well.

Yours Sincerely,

(Sd) Mascarehas

24-4-26.

'Copy'

Copy of Telegram dated 15-4-26 Forest Conservator, Bangalore.

Rubber tyres no yet received. Expected Saturday Morning.

(Sd) Harper.

Telegram dated the 19th. March 1928 from the Conservator of Forests, Shimoga to the Sentinel Waggon Works, Madras.

" Ferrocrete, Madras. Road will be ready. Demonstration 1st. April. Please arrange for carrying out the demonstration.

Forestcon. "

"COPY".

Letter No. D2-262-27 dated 1-5-28 from the Chief Conservator f Forests in Mysore to the Conservator of Forests, Shimoga.

With reference to your letter No. A1.-73-748-27 dated 18-4-28 have the honor to state that in view of the facts represented o further demonstration is called for. Messrs. William Jacks Co may be requested to take back the waggon and the trailer in ccordance with the terms agreed to."

Copy of the above is forwarded to the Manager, William acks and Co, Madras for information.

"COPY"

Letter No. D2-262-27 dated 13-9-27 from the Chief Conservator of Forests in Mysore to Messrs. Willaim Jacks and Co.

" The engineer in charge of Shimoga Agumbe Road informs me that the crossing og the river near Tirthahalli (36th. mile) will not be possible till about the end of February owing to the depth of water. I am going into the question with Mr. Bhore and see what best can be done. I just write to you to request you not to make any fixed programme until you hear from me again. "

"COPY"

Letter No. D. 969/27-28 dated 26-5-27 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

Sirs,

I have the honour to acknowledge the receipt of your letter No: intimate the probable arrival of the trailer and the possibility of holding a Demonstration about the end of the month, I have the honour to state that it is to be very much regretted that there should have been so much delay in obtaining the Trailer Now that rains have commenced I am not quite sure if the Demonstration will be carried out in favourable conditions. I would suggest one of your engineers going over the ground to see if it is possible to carry out the Demonstration at all.

The tractor itself has been stabled at Shimoga for a year now and do you not consider it necessary to get it cleaned and examinedto assure yourself if every thing is alright".

COPY

3

Letter No. D. 969/28-28 dated 2-6-27 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

" With reference to your letter dated 30th May 27 in the matter of the Demonstration of Sentinel Tractor, I shall write to you either in September or early October as to the probable date on which it would be possible to hold Demonstration. It all depends as to how long the S.W. Monsoon continues".

COPY

4

Letter No. D2-262-27 dated 24-8-27 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"In continuation of my letter No.D.969/26 dated 3rd January 1927 regarding Demonstration of Sentinel Tractor, I write to inform you that the Demonstration may be held on aby date after 25-10-27. The Dasara holidays commence from 3rd October and end on the 13th, after leaving a margin of a week for the R.A. & L.C. meetings any day after the 25th October 27 appears to be suitable for the Demonstration.

"COPY"

Letter No. 7140 dated 28th January 1926 from the conservator of forest- in Mysore, To Messrs. William Jacks & Co.,

"With reference to the correspondence ending with my letter No.C.344 dated 9th January 26, I have the honour to state that Govt. have accepted your terms and sanctioned the carrying out of the Demonstration with your Sentinel tractor with a view to their eventual purchase should the Demonstration prove satisfactory. I request you to get ready to carry out the Demonstration after you hear from me, as to when the road can be got ready by our public works department for the passage of the tractor,"

COPY

Letter No. 7331 dated 3-2-26 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"In continuation of my letter No. 7140 dated 28th instant requesting you to get ready to give us a Demonstration of the actual working of the Sentinel tractors, I have the honour to request that the wheels of the tractor may be provided with rubber tyres which will of course be paid for at the rete you have already mentioned in your previous communication should the Demonstration prove satisfactory. I request that action may be kindly taken by you at once to cable home for the rubbertyres so that they may be available in about four or five weeks by which time I expect the road to be ready for running the tractor. I am anxious that the Demonstration should not on any account be delayed longer than we can help it".

COPY

Telegram dated 1-3-26 from the conservator of forests in Mysore, To Messrs. William Jacks & Co., Ferrocrete, Calcutta.

"Please arrange to have Demonstration on Monday twentysecond instant".

Forest Conservator.

COPY

Letter No. 3226 dated 14th October 1926 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"I have the honour to acknowledge the receipt of your letter dated 7th instant and to state that I have not yet heard from the Chief Engineer about the condition of the foad and when it would be ready for tractor to pass. I am anxious that the demonstration shou take place as early as possible and I am writing to the Chief Engineer to expedite his reply. In the mean-time I have asked you to quote your price for engine and tractors delivery F.O.R. Shimoga, s that I may have the information ready for addressing Government should the Demonstration prove a success. I request you to kindly expedite your reply to the reference, I shall be writing you again about a week telling you when the Demonstration may be arranged to be held".

COPY

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58 59

Letter No.C. 314 dated 7-11-25 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"In acknowledging the receipt of your letter of the 28th ber 1925, I have the honour to request you to let me know the cc the tractor which is said to be available for immediate delivery Calcutta. At the same time I sould also like to know whether it possible to supply rubber tyres with that tractor instead of ir ones shown in the photograph of your catalogue and if so, what cost would be for such a supply".

COPY

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58 60

Letter No. C. 344 dated 9-1-26 from the Conservator of forests Mysore, To Messrs. William Jacks & Co.,

"With reference to your letter of the 30th ultimo in the of utilising the Sentinel Steam Tractors and Trailers for trans ting Balgi poles, I have the honour to inform you that I will w to you in the matter within the next seven or eight days".

Letter No. 2437 dated 9-9-25 from the Conservator of forests in Mysore, To Messrs. William Jacks & Co.,

I have the honour to state that your Technical Representative Mr. Fulton discussed with me the question of utilising Sentinel Steam Waggons for the transport of timber poles from certain distant forests and has given me some tentative figures which work out at the rate of Rs 6-12-0 per pole for its carriage from the forests to the Railway -- station over a distance of 57 miles.

But before I can ask my Government to purchase these tractors I request you to let me know if it is possible for you to demonstrate by actual work on the spot the practibability of its performing the work expected of it, and if so the condition under which you can under take its demonstration. In this connection, I might inform you that if the demonstration were to be successful and as a result of such successful demonstration, the Mysore Government should go in for a set of these Sentinel Waggons, it will be a tremendously big advertisement to you and I dare say that several other forest Departments will follow suit so that your trade of waggons would enormously increase in India.

under such circumstances, I trust you will be able to quote us very reasonable and workable conditions for such a demonstration".

COPY

~~128~~ 62

Letter No. 2747 dated 21-9-25 from the conservator of forests in Mysore, Tomessrs. William Jacks & Co.,

"I have the honout to acknowledge the receipt of your letter of the 12th September 1925 and I should be obliged if you can give me the probable costs under items NO. 1 and 2."

Letter No. 8941 dated 13-3-26 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"I have the honour to acknowledge the receipt of your letter of the 9th instant. The Departmental Trailer at Shimoga has been overhauled and will be ready by the time the Sentinel Tractor is fitted up and ready for the Demonstration at Shimoga".

COPY

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63 64

Letter No.D. 969/26-27 dated 4-1-27 from the conservator of forests in Mysore, To Messrs. William Jacks & Co.,

"With reference to the correspondence resting with your letter dated the 29th October 26, I have the honour to state that Governmen have sanctioned the outright purchase, in case the demonstration pro ·oves successful, of a special Trailer in connection with the demon ·ration of the Sentinel Tractor for the transport of Balige poles o: ıd above 45 feet in length at a cost of Rs 5750/- F.O.R. Madras. .ease therefore order by cable for the Trailer and as well as arrange ·r the demonstration at the end of February or early March 1927. The .vour of an early reply is requested".

COPY

65

tter No.D. 969/26-27 dated 19-2-27 from the conservator of forests Mysore, To Messrs. William Jacks & Co.,

"In acknowledging with thanks the receipt of your letter of the th ultimo, I have the honour to request you to favour me with the formation as to whether you have heard from your principals in Engnd that the trailer has been shipped or as to when it is likely to shipped. An early reply is requested".

Telegram No. 2 dated 22nd March 1926 from William Jacks & Co., to the Conservator of Forests, Camp Bhadravati.

Your telegram nineteenth. Understand Tractor has arrive Bangalore. Sending on Shimoga as soon as possible.

(sd) Limpet

67

Letter No. Nil dated 15th October 1925 from William Jacks & Co., to the Conservator of Forests in Mysore, Bangalore.

"Sentinel" Tractors & Trailers.

We have the honour to acknowledge with thanks receipt of your letter No. 3226 dated 14th inst., contents of which have our best attention, and in reply would advise you that we are ontaining from Calcutta the price of the above and will let you know the same as soon as possible.

68

Letter No. Nil dated 2nd April 1926 from William Jacks & Co., to the Conservator of Forests, Shimoga.

We thank you for your letter dated 19th of March and confi our telegram of date addressed to Bangalore advising you that our Sentinel Representative was leaving for Shimoga to night.

We are rather concerned to note that in one or two places the bridges are not considered strong enough to take heavy loads and that there are still one or two temporary deviations to be negotiated. We understand that there deviations gave a little trouble in the past and we trust that they have been prepared with a suitable surface.

If necessary the writer proposes to visit Shimoga by the time our Representative has the Tractor and Trailer ready.

SUBJECT .....

.....

.....

Diary No. of letter replied to .....

General and Revenue Secretariat

( )

the *193*

Date of issue 18/11/31

Signed by .....

List of enclosures .....

Copied by .....

Examined by .....

Section

File No.

Serial No.

No 12855

To The Trade Comm
of Mysore, M

Sir,

I am dir
to acknowledge with than
the receipt of the Complete
of papers relating to the Suit
by Messrs William Jacks & Co of Madras a
of Mysore, sent
Govt & enclosed with your
dated the 26th Oct 1931.

I have e

TSD 17/11 MP 17/11 Gen

WD 71—GPBM—40,000—20-7-31.

SUBJECT .....

.....

.....

Section

File No.

Serial No.

Diary No. of letter replied to .....

No 2909—10

To The Chief Conservator of
The Public Prosecutor, Shi

Sir

I am directed
to invite reference to the
G.O. No. P. 1802-5 Law 28-29-16
dated 28th Sept 1931 in the
matter of settlement of clai
of Messrs William Jacks & Co i
O.S. 2/29-30 on the file of the
Dist. Judge Shimoga, and t
enquire as to what action
has been taken in the matte

I have etc

General and Revenue Secretariat

( )

the 193

Date of issue 23/11/31

Signed by M. Ray

List of enclosures .....

TSD 26/11 MR 26/11 for Genl Sec

Copied by .....

23.11.31

Examined by .....

~~Copy to the Mr. Shi~~
~~for information and report.~~

WD 71—GPBM—40,000—20-7-31.

2284,
P 8
237

192

From The public prosecutor,
Shimoga division.

To The Secretary to Government
General department
Bangalore.

Dated 25-11-31.

Despatched

Received

General No. 174
No.

Enclosure No.

GENERAL SECRETARIAT
26 NOV. 1931
No. 2045

Sir,

With reference to your letter No. P. 2909-10/Law dt 23-11-31, I have the honour to state that in the marginally noted case the Dist Forest officer of Shimoga sent me the cheque No. 75/846 dt 8-11-31 for Rs 65-00/- drawn on the Shimoga Dist Treasury in favour of Messrs. King & partridge Madras, plaintiff's Solicitors for payment to them and I delivered the same to the plaintiff's Advocate on 16-11-31 who has acknowledged the receipt of the same in the order-sheet of the day

Subsequently, the plaintiff's mechanic who came to Shimoga to take delivery of the Tractor and trailer has taken

possession of the machinery and has given a receipt in token of such delivery to the Forest Range officer Sri. who was specially deputed to give delivery by the said Forest officer. But certain accessories of the said machinery being found to be wanting, the plaintiff's Advocate has taken a week's time to write to the Madras Solicitors and to report full settlement in consultation with them.

Hence, the case stands adjourned to 30th instant for final disposal and I will duly intimate the result of the next hearing.

I have the honour to be,
Sir,
your most obedient servant

K Krishna R
public prosecutor,
Shimoga Dist.

OFFICE OF THE PUBLIC PROSECUTOR
SHIMOGA DIVISION.

No 1855-
Encl.

DATED. SHIMOGA THE 2nd December 1931.

GENERAL SECRETARY
From 3 DEC. 1931
No

B. KRISHNA RAO, ESQR., B. A., B. L.,
PUBLIC PROSECUTOR,
SHIMOGA DIVISION.

To
The Secretary to the Govt:
General Departments—
Bangalore.

Subject — O.S. 2 of 1930 on the file of the court—
L. William Jacks & Co as Govt of Mysore]

Sir

The above case came up for hearing on 30th of November. The Plaintiff's Advocate withdrew his claim unconditionally and I withdrew the counterclaim on behalf of the Government—. And I

court has passed an order in the same terms directing each party to his own costs. So the suit has terminated. I have the honour to be

Sir

your most obedt
Servt.

A Krishna Rao

B [illegible] R. I

MYSORE FORESTS DEPARTMENT.

No.D.2-262/27
Encl. one.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Dated, Bangalore, 3rd December 1931.

FROM

B. V. RAMIENGAR, ESQ., B.A.,
Chief Conservator of Forests,
Bangalore.

To

R.Ranga Rao, Esquire, B.A., B.L.,
Chief *Secretary to Government of Mysore,*
Bangalore.

SECRETARY'S OFFICE
7 DEC. 1931

With reference to your No.P.2909-10/Law dated 23rd November 1931 enquiring what action has been taken in the matter of settlement of claims of Messrs. William Jacks & Co., in OS. No.2 of 29-30, I have the honour to enclose a copy of letter No.I.18-514/29 dated 1st December 1931 received from the Conservator of Forests, Shimoga, in the matter for your information.

I have the honour to be,

Sir,

Your most obedient servant,

B.V. Ramiengar

Chief Conservator of Forests.

Copy of letter No.I.18-514/29 dated 1st December 1931, from the Conservator of Forests, Shimoga, to the Chief Conservator of Forests in Mysore, Bangalore.

*****

Withdrawal of OS.No.2 of 29-30 (Messrs. William Jacks & Co., VS. Government of Mysore) on the file of the District Judge, Shimoga.

*****

With reference to your Memo No.D.2-262/27 dated the 25th ultimo, I have the honour to state that both the original suit and the counterclaim were withdrawn from the Court yesterday and the case was struck off from the file, each party to bear its costs.

******

This may be filed after perusal.

Chief Conservator of Forests.

2758 23
P 24

MYSORE FOREST DEPARTMENT.

TEL. ADDRESS
"CHIEFCON."

No. D2-263/29

GENERAL SECRETARY.
21 DEC. 1931
No.

CHIEF CONSERVATOR'S OFFICE.

Bangalore, dated 18/12/31 *1931*

Trfd to Pol Dept
3027

FROM

B. V. RAMIENGAR, ESQ., B.A.,
Chief Conservator of Forests in Mysore,
Bangalore.

To

R. Ranga Rao, Esq., B.A., B.L.,
Secretary to the Government of
H.H. the Maharaja of Mysore,
General Department.

Sir,

In continuation of my letter of even number dated the 7th instant, I have the honour to state t the Conservator of Forests, Shimoga, informs me in No.I.18-514/29 dated the 7th instant, that the Sent let Tractor and Trailer were duly delivered to the Company's Mechanic on the 27th ultimo.

I have the honour to be,
Sir,
Your most obedient servant,

B. V. Ramiengar

w/s for Penal Chief Conservator of Forests